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
FEBRUARY 20, 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 the University of Texas Rio Grande Valley for their State and Nationwide Rankings as Requested by Richardo P. Sanchez Associate Vice President, UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing March 2024 as Social Work Month as Requested by Richard P. Sanchez, Associate Vice President, UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing City of Edinburg Retiree, Frank E. Iglesias, Municipal Court Marshal, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

D. Presentation of Proclamation Recognizing City of Edinburg Retiree, Andres Moreno, Police Officer 3, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

E. Present the Recipient for the Employee of the Month Award for the Month of December 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. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event for "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 23, 2024 at Ebony Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, As Requested by Danny Torres on Behalf of the Edinburg Rotary Club. [Jaime Acevedo, Director of Planning and Zoning]

7. BUDGET

A. Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Grants Administration

1. C.D.B.G. Fund: FROM Sidewalk Improvements Project TO Personal Protective Equipment Secondary Project, in the Amount of $234,793. [Claudia L. Farias, Interim Director of Grants Administration]
2. C.D.B.G. Fund: FROM Brennaaleen Cedar Detention Pond Project Phase I TO Brennaaleen Cedear Detention Pond Project Phase II, in the Amount of $74,500. [Claudia L. Farias, Interim Director of Grants Administration]

8. AWARDING OF BIDS

A. Consider Awarding Bid No. 2024-06, Brennaaleen Cedar Detention Pond Project Phase II to 3E Logistics of TX, LLC for an Amount Not to Exceed $741,544.33 through the Community Development Block Grant No. B-23-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

B. Consider Awarding RFP 2024-008, New Service Center to Gerlach Builders the Highest Ranked Proposal and Authorize the City Manager or Designee to Negotiate an Agreement Related Thereto. [Tomas D. Reyna, Assistant City Manager]

9. RESOLUTIONS

A. Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs Housing 2024 Competitive 9% Housing Tax Credits for Magnolia Apartments, as Requested by Madhouse Development in Care of Avanti Legacy Magnolia, LP. [Claudia L. Farias, Interim Director of Grants Administration].

B. Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs for the 2024 Competitive 9% Housing Tax Credits Application

for Highland Senior Villas, as Requested by Texas Grey Oaks, LLC in Care of TGO Highland 24, LP. [Claudia L. Farias, Interim Director of Grants Administration]

C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2025 Community Project Funding Program to Fund the National Environmental Laboratory Accreditation Program (NELAP) Certified Lab Project and to Execute All Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E, Director of Utilities].

10. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, Four Members; and Edinburg Little League, One Member. [Clarice Y. Balderas, City Secretary]

11. 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 Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]

B. Approval of the Quarterly Investment Reports for Periods Ending June 30, 2023, September 30, 2023, and December 31, 2023, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

C. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Venser Contractors LLC to Provide Water Services to Crestwood Estates Subdivision and Execute any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

D. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party contract with Raul Euresti, Jr. and Juan Manuel Borjon to Provide Water Services to Highest Praise Church RGV Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

E. Consider Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona, Jr., P.E., Director of Utilities]

F. Consider Awarding Bid No. 2024-07, Annual Concrete Service (Re-Bid) to 3E Logistics, LLC of Edinburg, Texas, Per Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

G. Consider Authorizing the City Manager to Renew the Agreement with Consolidated Lead Evaluation and Reporting (CLEAR) from Thomson Reuters in the Amount of $54,683.40, and Authorize the City Manager to Enter Into a Thirty-Six (36) Month Agreement Through the Texas Department of Information Resources Purchasing Cooperative Contract DIR-LGL-CALIR-02 Relating Thereto. [Jaime Ayala, Chief of Police]

H. Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service. [Jaime Ayala, Police Chief]

I. Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of March 4, 2024 Through May 31, 2024. [Maribel Velasquez, Court Administrator]

J. Consider Resolution Authorizing the Edinburg City Council to Designate Authorized Signatories for Contractual and Financial Documents for Requesting Funds Pertaining to the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

K. Consider Resolution to Comply with the Civil Rights Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

L. Consider Resolution to Comply with the Force Account Labor Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

12. OTHER BUSINESS

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

13. 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. Discussion and Possible Action Regarding the Economic Development Agreement with Burns Brothers, Ltd. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

B. Discussion and Possible Action Regarding Projects Swap, Loaf, and Watt. (§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 Alcoholic Beverages Ordinance. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

D. Consultation with City Attorney and Possible Action Regarding Interlocal Agreement. (§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.

14. 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 February 16, 2024 at 6:35 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: February 20, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.A.
Proclamation: UTRGV

1. **Agenda Item:**
Presentation of Proclamation Recognizing the University of Texas Rio Grande Valley for their State and Nationwide Rankings as Requested by Richardo P. Sanchez Associate Vice President, UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The University of Texas Rio Grande Valley (UTRGV) opened its doors to its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21st century. UTRGV is committed to serving the Rio Grande Valley via an innovative and unique multicultural education dedicated to student access and success, and to championing leading research, healthcare application of university discoveries, and supporting sustainable development, community engagement, and well-being. UTRGV received state and national ranking data which placed UTRGV first in several categories and near the top in several others.

The Edinburg City Council would like to recognize The University of Texas Rio Grande Valley for their state and nationwide rankings.

3. **Staff's Recommendation:**
Present Proclamation Recognizing The University of Texas Rio Grande Valley for their state and national rankings.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. UTRGV Rankings 2023

PROCLAMATION



THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY RANKINGS

WHEREAS, the University of Texas Rio Grande Valley (UTRGV) opened its doors to its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21st century, welcoming an overall student population of approximately 30,000 students, making it the second largest Hispanic Serving Institution in the nation; and,

WHEREAS, comprised of the assets, human resources, and institutional knowledge of two renowned legacy institutions, The University of Texas at Brownsville and The University of Texas Pan American, the Regional Academic Health Centers in Edinburg and Harlingen, and with the addition of a long-awaited School of Medicine, UTRGV continues to transform the academic and economic landscape of South Texas; and,

WHEREAS, Washington Monthly has ranked UTRGV as #1 among all Texas universities and # 60 among all universities nationwide based on three main criteria: social mobility, public service, and research: #1 among all Texas universities and #2 nationally for performance of Pell Grant students; #1 among all Texas universities for net price of attendance; and #1 among all Texas universities for best social mobility; and,

WHEREAS, the Chronicle of Higher Education has ranked UTRGV as the No.1 fastest-growing doctoral public university in Texas and No.3 nationally; and,

WHEREAS, Degree Choices, a team of education researchers who provide a guide to prospective students, has ranked UTRGV as No.1 among all public Texas universities and No.15 among all universities nationally based on economic value; and,

WHEREAS, Third Way, a national think tank, has ranked UTRGV No.1 among all large Texas universities and No.6 nationally among all universities based on Economic Mobility Index or how well universities serve low-income students; and,

WHEREAS, U.S. News and World Report, based on 19 key measures of academic quality, has ranked UTRGV No.6 among all universities in Texas and No.227 among all universities nationally –up 72 places from the previous year; and the No.1 top performer in Social Mobility among all public Texas universities; and,

WHEREAS, The Hispanic Outlook on Education Magazine has ranked UTRGV as No.2 in total bachelor's degrees granted, No.3 in total master's degrees granted, and No.4 in total enrollment for 4-year schools and will spotlight UTRGV on the front cover of its October 2023 edition for its excellence and commitment to Hispanics in higher education; and,

WHEREAS, UTRGV is committed to serving the Rio Grande Valley via an innovative and unique multicultural education dedicated to student access and success, and to championing leading research, healthcare application of University discoveries, and supporting sustainable development, community engagement, and well-being.

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

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AS A TOP-RATED UNIVERSITY TO BE CHAMPIONED BY 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 20th day of February, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.B.
Proclamation: Social Work Month

1. **Agenda Item:**
   Presentation of Proclamation Recognizing March 2024 as Social Work Month as Requested by Richard P. Sanchez, Associate Vice President, UTRGV Office of Governmental Relations. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Social Work is a profession truly dedicated to helping people. Social workers are on the frontline in helping this nation solve pressing social problems, including an increased demand for mental health services; an opioid addiction crisis; and economic inequality.

   The Edinburg City Council would like to recognize March 2024 as Social Work Month.

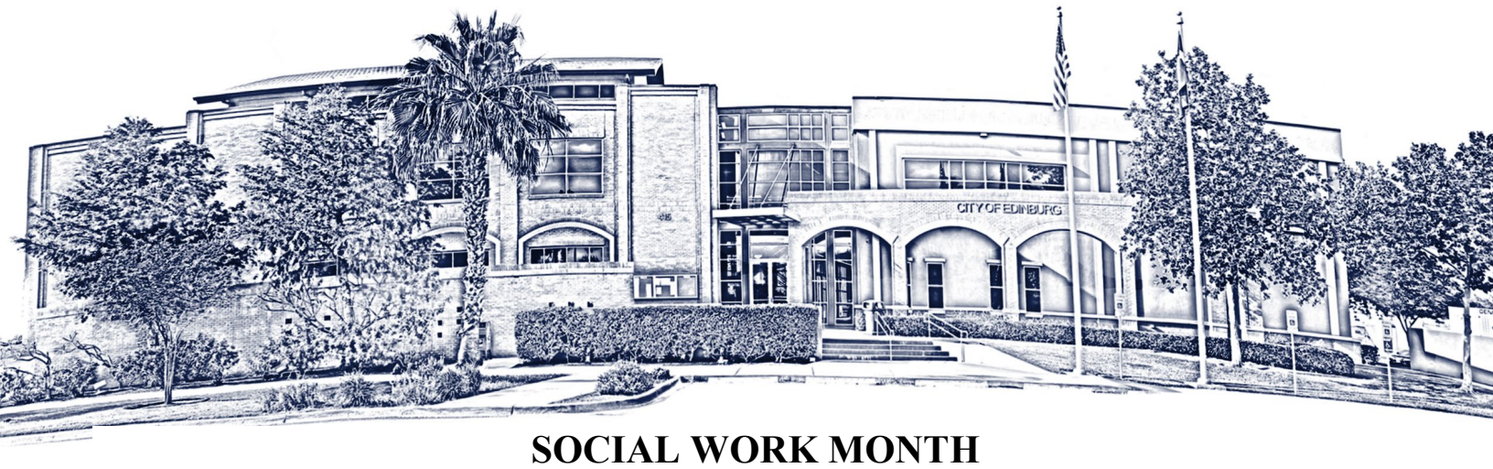
3. **Staff's Recommendation:**
   Present Proclamation Recognizing March 2024 as Social Work Month.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Social Work Month 20024

PROCLAMATION



SOCIAL WORK MONTH
EMPOWERING SOCIAL WORKERS MARCH 2024

WHEREAS, social work is a profession truly dedicated to helping people; and,

WHEREAS, the primary mission of social work is to enhance human well-being and help meet the basic and complex needs of all people; and,

WHEREAS, social workers put a particular focus on helping people who are vulnerable, oppressed or living in poverty; and,

WHEREAS, social workers follow a Code of Ethics that calls on them to fight social injustice, and respect the dignity and worth of all people; and,

WHEREAS, social workers meet people where they are and help people and communities reach their full potential; and,

WHEREAS, social workers work in all facets of our society, including schools, hospitals, community organizations, the military, mental health centers, social service agencies, corporations, and local, state and federal government; and,

WHEREAS, social workers are on the frontlines in helping this nation solve pressing social problems, including an increased demand for mental health services; an opioid addiction crisis; and economic inequality; and,

WHEREAS, social workers are in high demand, with some states reporting shortages in social work staffing and the Bureau of Labor Statistics predicting Social Work will be one of the fastest growing professions in our nation during this decade; and,

WHEREAS, the 2024 social work Month theme, “Empowering Social Workers” embodies the need for society to support social workers so they can continue to do the life-affirming work they do and help address societal needs; and,

WHEREAS, social workers in turn empower people, communities and our nation, helping everyone achieve their full potential; and,

WHEREAS, the University of Texas Rio Grande Valley (UTRGV) School of Social Work (SSW) was established in 2018 as an independent school and is the only institution to offer programs leading to both the Bachelor of Social Work (BSW) degree and the Master of Science in Social Work (MSSW) degree south of San Antonio. The Council on Social Work Education (CSWE) accredits both programs; and,

WHEREAS, the UTRGV SSW is committed to preparing social workers to meet the needs of a binational and multicultural community and to increasingly make an impact on the national stage. The educational emphasis is on social work practice with Hispanic/Latino/Latinx individuals and communities, and with other diverse communities, considering multicultural competence, ethical practice, knowledge building, and social services that promote social and economic justice.

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

SOCAL WORK MONTH 2024

and encourage everyone to join the National Association of Social Workers and the City of Edinburg in celebration and support of the social work profession.

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 20th day of February, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.C.
Proclamation: Retiree Frank E. Iglesias

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree, Frank E. Iglesias, Municipal Court Marshal, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Frank E. Iglesias, Municipal Court Marshal with the Edinburg Police Department, is retiring with 20 years of service. Mr. Iglesias also served as a Police Officer with the department for seven years.

The Edinburg City Council would like to recognize Frank E. Iglesias for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

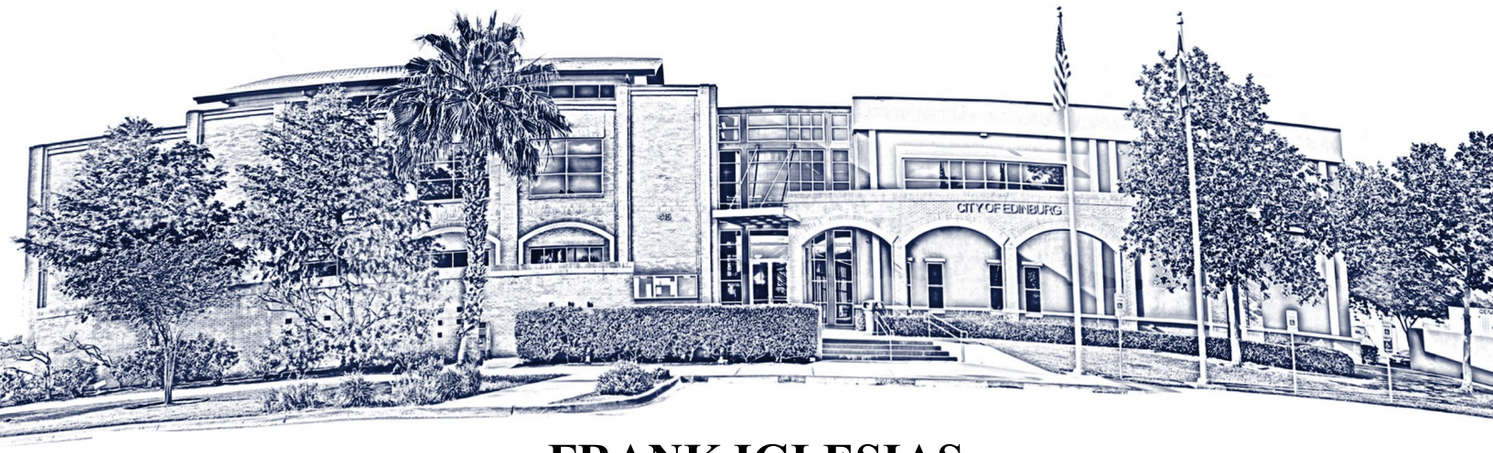
3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Frank E. Iglesias, Municipal Court Marshal, Edinburg Police Department for 20 Years of Service.

Reviewed by:
Jesus Saenz, Assistant City Manager

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

Attachments:
A. Officer Frank Iglesias

PROCLAMATION



FRANK IGLESIAS
MUNICIPAL COURT MARSHAL
EDINBURG MUNICIPAL COURT

WHEREAS, on April 21, 2003, Frank Iglesias was hired by the City of Edinburg Public Safety Department/Police Division; and,

WHEREAS, on April 21, 2004, Officer Iglesias transferred from Patrol Officer I to Patrol Officer II; and,

WHEREAS, on May 30, 2011, Officer Iglesias transferred from Patrol Officer II to Edinburg Municipal court Warrant Officer/Bailiff; and,

WHEREAS, on February 18, 2013, Officer Iglesias transferred from Edinburg Municipal Court Warrant Officer/Bailiff to Deputy Municipal Court Marshal; and,

WHEREAS, on March 8, 2021 Officer Iglesias transferred from Deputy Municipal Court Marshal to Municipal Court Marshal; and,

WHEREAS, during his years of service Frank Iglesias attended numerous trainings and received the following certificates: Certificate of Attendance: Texas Municipal League Intergovernmental Risk Pool; Certificate of Training: Texas Municipal Police Association, Lower Rio Grande Valley Development Council Regional Police Academy, American Law Enforcement Radar & Training; Certificate of Completion: Texas Engineering Extension Service, Concho Valley Regional Law Enforcement Academy, Hidalgo County Sheriff's Academy, Sam Houston State University-Impaired Driving Programs; and,

WHEREAS, Officer Iglesias received/held the following certificates/licenses: Intermediate Peace Officer Certification License, Advanced Peace Officer Certification License and Master Peace Officer Certification License; and,

WHEREAS, on January 31, 2024 after 20 years of service Municipal Court Marshal Frank Iglesias retired from the City of Edinburg.

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

FRANK IGLESIAS
MUNICIPAL COURT MARSHAL
EDINBURG MUNICIPAL COURT

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish Officer Frank Iglesias a happy retirement.

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 20th day of February, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.D.
Proclamation: Retiree Andres Moreno

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree, Andres Moreno, Police Officer 3, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Andres Moreno, Police Officer 3 with the Edinburg Police Department, is retiring with 20 years of service.

The Edinburg City Council would like to recognize Andres Moreno for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Andres Moreno, Police Officer 3, Edinburg Police Department for 20 Years of Service.

Reviewed by:
Jesus Saenz, Assistant City Manager

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

Attachments:
A. Officer Andres Moreno

PROCLAMATION



ANDRES MORENO
POLICE OFFICER 3
EDINBURG POLICE DEPARTMENT

WHEREAS, March 7, 2003 Andres Moreno was hired by the City of Edinburg Public Safety Department/Police Division; and,

WHEREAS, March 7, 2004, Officer Moreno transferred from Patrol Officer I to Patrol Officer II; and,

WHEREAS, November 20, 2017 Officer Moreno transferred from Patrol Officer II to Patrol Officer 3; and,

WHEREAS, during his years of service Office Andres Moreno attended numerous trainings and received the following certificates: Certificate of Attendance: Texas Municipal League Intergovernmental Risk Pool; Certificate of Training: Edinburg Police Department-Self-Aid/Buddy Aid and Taser CEW, Texas Municipal Police Association; Certificate of Completion: Texas Engineering Extension Service; and,

WHEREAS, Officer Moreno received/held the following certificates/licenses: Intermediate Peace Officer Certification License, Advanced Peace Officer Certification License and Master Peace Officer Certification License; and,

WHEREAS, on January 31, 2024 after 20 years of service Officer 3 Andres Moreno retired from the City of Edinburg.

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

ANDRES MORENO
OFFICER 3
EDINBURG POLICE DEPARTMENT

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish Officer Andres Moreno a happy retirement.

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 20th day of February, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.E.
Employee of the Month: December 2023.

1. **Agenda Item:**
Present the Recipient for the Employee of the Month Award for the Month of December 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 December 2023.

The recipient for the month of December 2023 is Viviana Caballero, Childrens Supervisor with the Department of Library.

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 Viviana Caballero 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 December 2023.

Reviewed by:
Jesus Saenz, Assistant City Manager

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

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
ORDINANCE
Agenda Item No: 6.A.
Ordinance: Bayou Brewfest

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event for "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 23, 2024 at Ebony Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, As Requested by Danny Torres on Behalf of the Edinburg Rotary Club. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
A temporary special use permit is being processed for a Special Event for "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 23, 2024 at Ebony Golf Course. Set up of the event will begin the day before on March 22, 2024. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire, Heath and Code Enforcement Departments.

3. **Staff's Recommendation:**
The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for "2nd Annual Bayou Brewfest, Presented By The Edinburg Rotary Club" to be held March 23, 2024 at Ebony Golf Course with the conditions that the event meets all City requirements.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments -Edinburg Rotary Club Bayou Brewfest
B. Hold Harmless- Edinburg Rotary Club Bayou Brewfest
C. Edinburg Rotary Club Bayou Brewfest - ORDINANCE 02.20.24

MEETING DATES:
CITY COUNCIL – 02/20/24
DATE PREPARED – 01/17/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for a Special Event for "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club"
APPLICANT:	Edinburg Rotary Club
AGENT:	Danny Torres
LEGAL:	Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271
LOCATION:	300 West Mark S. Peña Drive
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Ebony Hills Golf Course
PROPOSED USE OF PROPERTY:	Brewfest/Concert
EXISTING LAND USE/ ADJACENT ZONING:	North –Suburban Residential (S) District South – Residential Primary (RP) District East – Commercial General (CG) District West – Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Ebony Hills Golf Course
ACCESS AND CIRCULATION:	This property has access onto Mark S. Pena Drive
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"2ND ANNUAL BAYOU BREWFEST, PRESENTED BY THE EDINBURG ROTARY CLUB"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "2nd Annual Bayou Brewfest, Presented By The Edinburg Rotary Club"

1. **Duration:** The proposed day and hours requested by the applicant are March 23, 2024 from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

ATTACHMENTS: Aerial Map
Site Map
Application
Letter of Intent
Site Plan
Hold Harmless Agreement
Ordinance

The Rotary Club of Edinburg

Presents

Bayou Brewfest

Saturday, March 23, 2024

The Rotary Club of Edinburg is gearing for the second annual Bayou Brewfest. In the past the Rotary Club of Edinburg hosted Cajun Fest, with the last event being held in 2020. Cajun Fest proved to be the most fun and successful fundraising events in the history of Edinburg and was the biggest fundraiser of the year for the club. Now that everything seems to be getting back to normal, the Rotary Club of Edinburg is excited to bring you a new fundraiser. The Bayou Brewfest may be a new event with an added twist, but it will be the same old Cajun fun! Revenues from Bayou Brewfest will support various humanitarian, educational, and cultural exchange programs at both the local and international levels.

Local programs recently supported by Edinburg Rotary include Edinburg Arts Foundation, Friends of Ebony, Bringing Back Baffin Bay-Sarita Grant Global Project, Boys and Girls Clubs of Edinburg RGV, Buckner International, Career Pathways Service Project, Caritas Feed Fit N Read, Children's Advocacy Center of Hidalgo County, City of Edinburg Earth Day and Community Garden, Dustin Sekula Library, Edinburg Parks and Recreation Programs, Edinburg Park Bench Distribution, Foreign Exchange Student Program, Habitat for Humanity, Harwell Middle School Backpack and School Supply Donation, Hurricane Harvey Relief Fund, Juan Diego Catholic High School, Palm Valley Animal Shelter, Projecto Azteca, RGV Fans for Friends Project, RGV Friends and Families of Murdered Victims, RGV Food Bank/Hunters for the Hungry, Ronald McDonald House at Edinburg Children's Hospital, South Texas Juvenile Diabetes, Rotary 4-Way Test Speech Contest Scholarships, Rotary Youth Leadership Awards, Student-of-the-Month Program and Annual Scholarships to Edinburg high schools, UTPA Endowed Scholarships, UTPA Rotaract Club, Vannie Cook Cancer Center, Valley Relief Fund aiding flood victims in Louisiana, War Memorial of Texas, and 4-H Youth Leadership Camp.

International Programs target improvement of developing countries' infrastructures, education, and health services. Edinburg Rotary's assistance to the General Hospital of Reynosa, Mexico, Casa Amparo Orphanage and Casa Hogar Mami Orphanage both in Reynosa, Mexico, Guadalajara Adopt-a-Clinic, Days for Girls Hygiene Packets which are distributed to third world countries, and Edinburgh, Scotland's Girls' Toilet Project building toilets specifically for girls living in India are good examples. Among the most important of the International Projects is **PolioPlus** https://www.rotary.org/en/end-polio, which seeks to eradicate the polio virus from the world. Rotary, along with our partners has reduced polio cases by 99.9 percent worldwide since our first project to vaccinate children in the Philippines in 1979. In addition, Rotary Foundation Programs https://www.rotary.org/myrotary/en/rotary-foundation empower Rotarians to approach challenges such as poverty, illiteracy, and malnutrition with sustainable solutions that leave a lasting impact.

We are very grateful to those area businesses that sponsored Bayou Brewfest in 2023 and we hope you will want to assist us in 2024. Help us make our community and the world a safer and healthier place for everyone.

Rotary Club of Edinburg

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 20th day of February, 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Danny Torres on behalf of the Edinburg Rotary Club, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Danny Torres, on behalf of the Edinburg Rotary Club shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on February 20, 2024 for the "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 23, 2024, at Ebony Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, Edinburg, Hidalgo County, Texas. Danny Torres, on behalf of the Edinburg Rotary Club, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on February 20, 2024 for the "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 23, 2024, at Ebony Golf Course, Being a tract of land containing 66.886 acres situated in the City of Edinburg out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Pena Drive, Edinburg, Hidalgo County, Texas.

EXECUTED this the 20th day of February, 2024.

CITY OF EDINBURG

BY: _____
Myra Ayala, City Manager

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

By: _____
Omar Ochoa, City Attorney

EDINBURG ROTARY CLUB
Indemnitor

BY: _____
Danny Torres, President

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT, "2ND ANNUAL BAYOU BREWFEST, PRESENTED BY THE EDINBURG ROTARY CLUB" TO BE HELD MARCH 23, 2024 AT EBONY GOLF COURSE, BEING A TRACT OF LAND CONTAINING 66.886 ACRES SITUATED IN THE CITY OF EDINBURG OUT OF LOT 9, SECTION 274 AND LOTS 11 & 12, SECTION 271, LOCATED AT 300 WEST MARK PENA DRIVE, AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, 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, Danny Torres, on behalf of the Edinburg Rotary Club, has applied for a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 23, 2024; and,

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

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

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. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Danny Torres for the "2nd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 23, 2024 at the Ebony Hills Golf Course, located at 300 West Mark S. Peña Drive, with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are March 23, 2024 from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West Mark S. Peña Drive.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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 20th day of Febraury, 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: February 20, 2024
BUDGET
Agenda Item No: 7.A.
Budget Transfers

1. Agenda Item:

Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Grants Administration

1. C.D.B.G. Fund: FROM Sidewalk Improvements Project TO Personal Protective Equipment Secondary Project, in the Amount of $234,793. [Claudia L. Farias, Interim Director of Grants Administration]
2. C.D.B.G. Fund: FROM Brennaaleen Cedar Detention Pond Project Phase I TO Brennaaleen Cedear Detention Pond Project Phase II, in the Amount of $74,500. [Claudia L. Farias, Interim Director of Grants Administration]

2. Description:

The Finance Department is presenting the budget transfers requested by City departments to transfer funds necessary to reflect current needs and shift of priorities within the various departments' budget accounts due to increase in prices and unforeseen repairs and expenses.

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2023-2024 Budget, as requested by the department.

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

Prepared by:
Ascencion Alonzo, Finance Director

Attachments:
A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME 110

DEPARTMENT Grants Administration

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	Sidewalk Improvements Project (FY 2023-2024)	1	1	0		5	0	0	0	6	0	3	0	3	7	$	234,793
										Total						$	234,793

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	Personal Protective Equipment (FY 2023-2024)	1	1	0		9	5	0	0	8	0	0	4	3	9	$	234,793
	Secondary Project																
										Total						$	234,793

Transfer funds from Sidewalk Improvement Project (FY 2023-2024) to Secondary Project Personal Protective Equipment (FY 2023-2024)

This transfer does not require Community Development Council or City Council approval bassed on the Citizen Participation Plan (see attached).

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. Claudia L Farias 2/14/24

2. [signature] 2/14/24

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 2/14/2024

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] ___/___/___

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___
Initials

DATE ENTERED TO INCODE: ___/___/___ ___
Initials

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME 110

DEPARTMENT Grants Administration

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Brennaaleen Cedar Deten. Pond Pjt. Phase I	1	1	0		9	5	0	0	8	0	0	4	3	2	$ 74,500
	(FY 2021-2022)															
										Total						$ 74,500

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Brennaaleen Cedar Det. Pond Pjt. Phase II	1	1	0		9	5	0	0	8	0	0	4	3	8	$ 74,500
	(FY2023-2024)															
										Total						$ 74,500

Transfer funds from Brennaaleen Cedar Detention Pond Project - Phase I (FY 2021-2022) to Brennaaleen Cedar Detention Pond Project Phase II (FY 2023-2024). This transfer does not require Community Development Council approval based on the Citizen Participation Plan.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. Claudia L Garcia 2/14/24

2. 2/14/24

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. 2/14/2024

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. ___/___/___

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___

Initials

DATE ENTERED TO INCODE: ___/___/___ ___

Initials

Form Updated 4/19/2023

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
AWARDING OF BIDS
Agenda Item No: 8.A.
Bid No. 2024-06 Brennaaleen Cedar Detention Pond Project Phase II

1. **Agenda Item:**
Consider Awarding Bid No. 2024-06, Brennaaleen Cedar Detention Pond Project Phase II to 3E Logistics of TX, LLC for an Amount Not to Exceed $741,544.33 through the Community Development Block Grant No. B-23-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**
The Brennaaleen Cedar Detention Pond Project will provide relief to the Brennaaleen Park Subdivision, Cedar Heights Subdivision, and Greenbriar Subdivision. Phase I was completed in 2023 and included acquisition, a geotechnical study, and engineering plans and specifications. Phase II of the Project will provide a regional detention pond and increase drainage conveyance capacity within the storm sewer system. The Project includes excavation, grading, paving, and drainage per engineering plans and specifications by KCI Technologies, Inc.

The project is anticipated to be substantially complete within 180 calendar days from Notice to Proceed.

On January 23, 2024, bids were opened for Bid No. 2024-06, Brennaaleen Cedar Detention Pond Project Phase II. Four (4) Bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2024-06, Brennaaleen Cedar Detention Pond Project Phase II to 3E Logistics of TX, LLC, the lowest bidder meeting specifications in the amount of $741,544.33. The City of Edinburg has previously done business with 3E Logistics of TX, LLC. City staff has verified that no monies are owed the city by 3E Logistics of TX, LLC.

Below is the list of contractors who responded to the bid:
1. 2GS LLC dba Earthworks - $1,297,199.94
2. 3E Logistics of TX, LLC - $741,544.33
3. MOR-WIL, LLC - $789,272.86
4. Pega JPS - $928,759.00

Funding in the amount of $741,544.33 is available through the General Funds, 2021 Bond Series, and 2023-2024 CDBG Funds.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2024-06, Brennaaleen Cedar Detention Pond Project Phase II to 3E Logistics of TX, LLC for an Amount Not to Exceed $741,544.33 through the Community Development Block Grant No. B-23-MC-48-0503 and Authorize the City Manager to Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Alicia Carmona, Engineer III

Attachments:

A. Bid Tabulation - Brennaaleen Drainage Improvements
B. Letter of Recommendation
C. Earthworks Proposal
D. 3E Logistics of TX Proposal
E. MOR-WIL Proposal
F. Pega JPS Proposal
G. Agreement - Brennaaleen Drainage Improvements

THE CITY OF Edinburg

Bid 2024-06 - Brennaaleen Drainage Improvements Phase 1
Opening Date: January 23, 2024 at 3:00 p.m.

			Vendors:	2GS LLC dba Earthworks		3E Logistics of TX, LLC		MOR-WIL, LLC		Pega JPS	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$100,000.00	$100,000.00	$27,930.00	$27,930.00	$14,450.00	$14,450.00	$50,000.00	$50,000.00
2	Traffic Control	1	LS	$12,000.00	$12,000.00	$9,849.00	$9,849.00	$25,500.00	$25,500.00	$5,000.00	$5,000.00
3	Manhole	10	EA	$11,502.75	$115,027.50	$6,910.47	$69,104.70	$6,044.69	$60,446.90	$4,500.00	$45,000.00
4	Type A Inlet w/Extension	6	EA	$9,833.25	$58,999.50	$5,375.79	$32,254.74	$4,814.40	$28,886.40	$5,500.00	$33,000.00
5	Type A Inlet w/2 Extensions	1	EA	$11,114.25	$11,114.25	$7,858.62	$7,858.62	$8,535.70	$8,535.70	$5,950.00	$5,950.00
6	36" R.C.P. Class V Rubber Gasket	90	LF	$551.25	$49,612.50	$210.64	$18,957.60	$268.07	$24,126.30	$175.00	$15,750.00
7	36" R.C.P. Class III Rubber Gasket	434	LF	$262.76	$114,037.84	$167.67	$72,768.78	$176.28	$76,505.52	$160.00	$69,440.00
8	30" R.C.P. Class III Rubber Gasket	237	LF	$236.25	$55,991.25	$122.04	$28,923.48	$131.27	$31,110.99	$120.00	$28,440.00
9	24" R.C.P. Class III Rubber Gasket	143	LF	$204.75	$29,279.25	$88.76	$12,692.68	$99.86	$14,279.98	$130.00	$18,590.00
10	18" R.C.P. Class III Rubber Gasket	625	LF	$160.13	$100,081.25	$75.72	$47,325.00	$80.00	$50,000.00	$62.00	$38,750.00
11	36" Jack Boring	80	LF	$2,016.00	$161,280.00	$912.87	$73,029.60	$775.54	$62,043.20	$1,400.00	$112,000.00
12	24" Jack Boring	50	LF	$1,386.00	$69,300.00	$624.75	$31,237.50	$584.80	$29,240.00	$1,300.00	$65,000.00
13	Concrete Rip-Rap @ 6"	17	CY	$420.00	$7,140.00	$406.90	$6,917.30	$580.00	$9,860.00	$300.00	$5,100.00
14	Excavation and Hauling	21700	CY	$12.00	$260,400.00	$6.62	$143,654.00	$9.40	$203,980.00	$15.00	$325,500.00
15	SW3P Plan & Implementation	1	LS	$26,508.30	$26,508.30	$44,100.00	$44,100.00	$25,500.00	$25,500.00	$3,000.00	$3,000.00
16	Prep ROW and Brush Clearing	3.5	AC	$3,000.00	$10,500.00	$4,777.50	$16,721.25	$3,642.86	$12,750.01	$6,500.00	$22,750.00
17	Removal of R.C.P	103	LF	$105.00	$10,815.00	$19.65	$2,023.95	$24.76	$2,550.28	$25.00	$2,575.00
18	Removal of Curb Inlet	1	EA	$3,675.00	$3,675.00	$514.50	$514.50	$850.00	$850.00	$600.00	$600.00
19	Trench Protection	827	LF	$7.35	$6,078.45	$4.41	$3,647.07	$7.19	$5,946.13	$2.00	$1,654.00
20	Stabilized Backfill	411	CY	$36.75	$15,104.25	$74.97	$30,812.67	$49.64	$20,402.04	$50.00	$20,550.00
21	Outfall Trash Rack	1	EA	$13,650.00	$13,650.00	$19,551.00	$19,551.00	$12,750.00	$12,750.00	$5,000.00	$5,000.00
22	Project Sign (4'x8')	1	EA	$800.00	$800.00	$992.25	$992.25	$765.00	$765.00	$2,500.00	$2,500.00
				$1,231,394.34		$700,865.69		$720,478.45		$876,149.00	

Roadway				2GS LLC dba Earthworks		3E Logistics of TX, LLC		MOR-WIL, LLC		Pega JPS	
Line Item	Description	Quantity	Unit of Measure	Unit Cost		Unit Cost		Unit Cost		Unit Cost	
1	Cut & Restore	853	SY	$66.00	$56,298.00	$41.12	$35,075.36	$64.77	$55,248.81	$50.00	$42,650.00
2	Remove and Replace Wood Fence	120	LF	$66.03	$7,923.60	$36.75	$4,410.00	$68.00	$8,160.00	$50.00	$6,000.00
3	Remove Curb & Gutter	132	LF	$12.00	$1,584.00	$9.04	$1,193.28	$40.80	$5,385.60	$30.00	$3,960.00
				$65,805.60		$40,678.64		$68,794.41		$52,610.00	

Total	$1,297,199.94	$741,544.33	$789,272.86	$928,759.00

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
2610 North Shary Road • Mission, Texas 78574 • Phone 956-271-6688

THE CITY OF Edinburg

January 29, 2024

Mrs. Ayala
City Manager
415 W University Dr.
Edinburg, TX 78539

Re: Brennaaleen Cedar Drainage Improvements – C-317-23
Award Recommendation

Dear Mrs. Ayala:

Enclosed you will find the bid tabulation table for the above referenced project. The project received three bids from: 2GS LLC dba Earthworks, 3E Logistics of TX, LLC, MOR-WIL, LLC, and Pega JPS. The total base bids ranged from a low of $741,544.33 from 3E Logistics of TX, LLC to a high of $1,297,199.94 from 2GS LLC dba Earthworks. The engineer's estimate for the project was $1,508,934.00.

After evaluating the Bids and Bidders, we recommend that the City of Edinburg award the construction project to 3E Logistics of TX, LLC for a bid price of $741,544.33.

Prior to executing the construction contract to the recommended contractor, the City of Edinburg will need to verify the provided insurance and bonding meet the contract conditions.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Oscar Arturo Garza, P.E.

Oscar A. Garza, P.E.
Project Manager

PROPOSAL DOCUMENT REPORT

RFB No. 2024-06

Brennaaleen Drainage Improvements Phase 1

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Wednesday, January 24, 2024

2GS LLC dba Earthworks Proposal

CONTACT INFORMATION

Company:

2GS LLC dba Earthworks

Email:
beto@2gsllc.com

Contact:
Humberto Garcia JR

Address:
P.O. Box 595
Penitas, TX 78576

Phone:
(956) 424-3414

Website:
N/A

Submission Date:
Jan 23, 2024 2:30 PM

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Earthworks_Proposal.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI-Earthworks.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest-Earthworks.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

Gen_Questionnaire-Earthworks.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation-Earthworks.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HB_89-Earthworks.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SB_13-Earthworks.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SB_19-Earthworks.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts

that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Conflict-Earthworks.pdf

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

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Past_Performance-Earthworks.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond-Earthworks.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Qualifications-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Exp_&_Qualifications-Earthworks.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Material_List-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non-Bribery-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

No response submitted

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

- L - Payment Bond.pdf

No response submitted

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Ins-Earthworks.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business-Earthworks.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Debarment-Earthworks.pdf

6. CDBG Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER, VERIFYING AN ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD.*
Please download, complete and upload the document below.

- SAM_Registration_and_Activa...

SAM-Earthworks.pdf

PLEASE REVIEW AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Debarment_and_Suspension_Ce...

Debarment_Suspension-Earthworks.pdf

PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Conflict_of_Interest-_Summa...

CDBG_Conflict-Earthworks.pdf

PLEASE REVIEW AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Please download, complete and upload the document below.

- CDBG_Affidavit.pdf

Conflict_CDBG-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Equal_Employment_Opportunit...

EEO_Cert-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY (IF APPLICABLE) AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Equal_Opportunity_Employer-...

Subcontract_Cert-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Non-Lobbying_Activities.pdf

Non-Lobbying-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE. THIS DOCUMENT MUST BE NOTARIZED.*
Please download, complete and upload the document below.

- Non-Collusion_Affidavit.pdf

Non-Collusion-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT IN ACCORDANCE WITH DAVIS-BACON AND RELATED ACTS, UPLOAD HERE.*
Please download, complete and upload the document below.

- Certificate_Designating_Sup...

Cert_Contractor-Sub-Earthworks.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Please download, complete and upload the document below.

- Minority_and_Womens_Busines...

No response submitted

PLEASE FILL OUT, SIGN, AND UPLOAD THE BUY AMERICA REQUIREMENTS FORM.*
Please download, complete and upload the document below.

- BuyAmerica_Form.pdf

Buy_America-Earthworks.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL CONTRACT PROVISIONS.
Please review document for project regulatory compliance.

- Federal_Contract_Provisions...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL REGISTER APPENDIX II.
Please review document for project regulatory compliance.

- Federal_Register_2_CFR_PART...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE THE APPLICABLE LABOR WAGE DECISION DOCUMENT.

Please review document for project regulatory compliance. This document must be posted at job site when project is underway.

- Wage_Decision_TX_20230003.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE LABOR STANDARDS REGULATIONS.
Please review document for project regulatory compliance.

- Title_29_Labor_Regulations.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS.*
Please review document for project regulatory compliance.

- Davis_Bacon_Labor_Standards...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE REQUIRED JOB SITE BULLETIN BOARD POSTERS.
Please review document for project regulatory compliance. These documents must be posted at job site when project is underway.

- Jobsite_Posters_Required.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE SECTION 3 ELIGIBILITY REQUIREMENTS.*
Please review document for project regulatory compliance.

- Section_3_Information_and_E...

No response submitted

PRICE TABLES

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$100,000.00	$100,000.00
2	Traffic Control	1	LS	$12,000.00	$12,000.00
3	Manhole	10	EA	$11,502.75	$115,027.50
4	Type A Inlet w/Extension	6	EA	$9,833.25	$58,999.50
5	Type A Inlet w/2 Extensions	1	EA	$11,114.25	$11,114.25
6	36" R.C.P. Class V Rubber Gasket	90	LF	$551.25	$49,612.50
7	36" R.C.P. Class III Rubber Gasket	434	LF	$262.76	$114,037.84
8	30" R.C.P. Class III Rubber Gasket	237	LF	$236.25	$55,991.25
9	24" R.C.P. Class III Rubber Gasket	143	LF	$204.75	$29,279.25
10	18" R.C.P. Class III Rubber Gasket	625	LF	$160.13	$100,081.25
11	36" Jack Boring	80	LF	$2,016.00	$161,280.00
12	24" Jack Boring	50	LF	$1,386.00	$69,300.00
13	Concrete Rip-Rap @ 6"	17	CY	$420.00	$7,140.00
14	Excavation and Hauling	21,700	CY	$12.00	$260,400.00
15	SW3P Plan & Implementation	1	LS	$26,508.30	$26,508.30

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Prep ROW and Brush Clearing	3.5	AC	$3,000.00	$10,500.00
17	Removal of R.C.P	103	LF	$105.00	$10,815.00
18	Removal of Curb Inlet	1	EA	$3,675.00	$3,675.00
19	Trench Protection	827	LF	$7.35	$6,078.45
20	Stabilized Backfill	411	CY	$36.75	$15,104.25
21	Outfall Trash Rack	1	EA	$13,650.00	$13,650.00
22	Project Sign (4'x8')	1	EA	$800.00	$800.00
TOTAL					**$1,231,394.34**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	$66.00	$56,298.00
2	Remove and Replace Wood Fence	120	LF	$66.03	$7,923.60
3	Remove Curb & Gutter	132	LF	$12.00	$1,584.00
TOTAL					**$65,805.60**

ORIGINAL

Company Name:

2GS LLC dba Earthworks Enterprise

Company Address:

P.O. Box 595

Peñitas, Texas 78576

Company Phone Number:

(956) 424-3414

Project:

Brennaaleen Drainage Improvements Phase 1

Procurement Number:

2024-06

Opening Date:

Tuesday, January 23, 2024

Opening Time:

3:00 PM

REQUEST FOR BIDS

2024-06

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 27, 2023

DEADLINE FOR QUESTIONS: January 9, 2024

RESPONSE DEADLINE: January 16, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Brennaaleen Drainage Improvements Phase 1

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Agreement

B - General_Conditions

C - Supplementary_Conditions

D - Brennaaleen_Drainage Improvements Phase 1

1. Introduction

1.1. Summary

This drainage project will provide relief to the Brennaaleen Park Subdivision, the Cedar Heights Subdivision and the Greenbriar Subdivision. The Project includes a regional drainage detention pond for the purpose of providing relief to the mentioned areas.

1.2. Contact Information

Alicia Carmona
Engineer III
415 W University Dr
Edinburg, TX 78539
Email: acarmona@cityofedinburg.com
Phone: (956) 388-8211

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.3. Timeline

Release Project Date	December 27, 2023
Pre-Proposal Meeting (Non-Mandatory)	January 4, 2024, 2:00pm City of Edinburg City Community Room 1st Floor 415 W. University Dr. Edinburg, TX 78539 https://cityofedinburg.zoom.us/j/83851765626?pwd=VlYxYWhQbGRDM2VaelRQNVZSLzJqZz09 Meeting ID: 838 5176 5626 Passcode: 675389
Question Submission Deadline	January 9, 2024, 5:00pm
Proposal Submission Deadline	January 16, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for Brennaaleen Drainage Improvements Phase 1.

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

3:00 pm, Tuesday, January 16, 2024.

All sealed Bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 16, 2024.

To obtain a copy of the Request for Bids or submit an electronic Bid 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 No. 2024-06" 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)

BID No. 2024-06

If you have any questions or require additional information contained the Bid, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Tuesday, January 9, 2024.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bid for a period of **60 days** without taking action.

2.2. Federally Funded Project

This project is being funded through the Community Development Block Grant (CDBG) Program. All CDBG requirements will apply to the project. Respondents are 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. Respondents must also comply with Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, Davis-Bacon and Related Acts, Copeland "Anti-Kickback" Act, Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions, Section 3 requirements, and all contract procurement provisions listed in 2 CFR Part 200, Appendix II, as applicable.

Respondents choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. Respondents must submit the entity's **Unique Entity Identification (UEI) Number** with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondents UEI number into the SAM database. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. **All *contractors and/or subcontractors* who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.** A bidder or offeror must submit the appropriate Buy America certification and must comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended.

Respondents must make an effort to utilize small and minority-owned businesses. Attention is particularly called to the conditions of employment and minimum wage rates that must paid under the contract. The Department of Labor wage decision, **TX20230003, release date 01/06/2023, is applicable to this project.**

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide Bids for: Brennaaleen Drainage Improvements Phase 1

INTENT

The services to be provided under this Request For Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Bid. There is no intention to disqualify any respondent who can meet the 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 response, 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 supporting documentation. Bids submitted by facsimile (fax) will not be accepted. Submittal of an Bid in response to this solicitation constitutes an offer by the respondent. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful respondent otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold Bids **60** days after deadline without taking action. Bidders are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

Bidders are advised that the City of Edinburg is soliciting Bids and award shall be made to the bidder 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 bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

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

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.

ALTERATIONS/AMENDMENTS TO BID

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

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package PURCHASE/SERVICES is used, its meaning shall refer to the request for Brennaaleen Drainage Improvements Phase 1 as specified.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Bid. 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 and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the 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.

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of Bid submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder 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 bidder agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the Bid forms, specifications/requirements, and instructions to Bidders. Should the Bidder 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 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 be available thru 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 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 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

BID PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO BID

Bids MUST give full firm name and address of respondent, 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 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 Bidder shall give full names and addresses of all partners. All partners shall execute the Bid. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each 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.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced

items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

4. Specifications

4.1. Drainage Improvements

The project primarily consists of the excavation of the detention pond, grading, and installation of storm sewer and drainage structures in the vicinity of project area (See Engineering Plans and Specifications by KCI Technologies, Inc.).

The project's substantial completion is expected in **180 Calendar Days**.

The following milestones will be added to the agreement if awarded

Milestone 1: Detention Pond. Section on detention ponds to be completed within **90 calendar days** from section date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

Milestone 2: Storm Sewer System. Cedar Drive, Cynthia Drive, and Sherwood Apartments. Section of storm sewer network running along Cynthia Drive, Cedar Drive, and connecting to Sherwood Apartments to be completed within **90 calendar days** from section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

The milestones imply the streets are substantially completed and open to traffic. Milestones can be requested by the selected contractor to be reordered with the approval of City Engineer and Engineer of Record.

The project manual identifies the use of TXDOT 2014 Standard Specifications. The latest adopted City Standards Manual must be used: https://cityofedinburg.com/departments/engineering/engineeringstandardsmanual.php. In case of discrepancies, the most stringent shall govern.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes
☐ No

*Response required

5.5. Solicitation Forms

*5.5.1. Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

*Response required

*5.5.2. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

*Response required

*5.5.5. Please fill out, sign, and notarize the Equipment and Material List and upload here.**
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

*Response required

*5.5.6. Please fill out and sign the Non Bribery Model Form and upload here.**
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

*Response required

*5.5.7. Please fill out and sign the attached Performance Bond form and upload here.**
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

*Response required

*5.5.8. Please fill out and sign the Payment Bond and upload here.**
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

*Response required

*5.5.9. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

*Response required

*5.5.10. Fill out and sign the Form of Business Document and upload here.**
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

*Response required

*5.5.11. Fill out and sign the Certification Regarding Debarment and upload here.**
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

*Response required

5.6. CDBG Required Certifications

*5.6.1. Please enter the company's Unique Entity Identification (UEI) Number, verifying an ACTIVE registration in the System for Award Management and upload.**
Please download, complete and upload the document below.

- SAM Registration and Activa...

*Response required

*5.6.2. Please review and sign the Certification Regarding Debarment and Suspension and upload here.**
Please download, complete and upload the document below.

- Debarment and Suspension Ce...

*Response required

*5.6.3. Please review and sign the Conflict of Interest Summary of Rules for CDBG Contractors and upload here.**
Please download, complete and upload the document below.

- Conflict of Interest- Summa...

*Response required

*5.6.4. Please review and sign the Affidavit Regarding Conflict of Interest and upload here.**
Please download, complete and upload the document below.

- CDBG Affidavit.pdf

*Response required

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

Please download, complete and upload the document below.

- Equal_Employment_Opportunit...

***Response required**

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

Please download, complete and upload the document below.

- Equal_Opportunity_Employer-...

***Response required**

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

Please download, complete and upload the document below.

- Clean_Air_and_Water.pdf

***Response required**

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

Please download, complete and upload the document below.

- Non-Lobbying_Activities.pdf

***Response required**

*5.6.9. Please fill out and sign the Non-Collusion Affidavit and upload here. This document must be notarized.**

Please download, complete and upload the document below.

- Non-Collusion_Affidavit.pdf

***Response required**

*5.6.10. Please fill out and sign the Certification Designating Officer or Employee to Supervise Payment in accordance with Davis-Bacon and Related Acts, upload here.**

Please download, complete and upload the document below.

- Certificate_Designating_Sup...

***Response required**

*5.6.11. Please fill out and sign the Information Regarding Use of Minority Owned Business Enterprises/Women-Owned Business Enterprises and upload here (If Applicable)**

Please download, complete and upload the document below.

- Minority_and_Womens_Busines...

***Response required**

*5.6.12. Please fill out, sign, and upload the Buy America Requirements Form.**

Please download, complete and upload the document below.

- BuyAmerica_Form.pdf

***Response required**

5.6.13. For Respondent's Information Only: Please read the applicable Federal Contract Provisions.

Please review document for project regulatory compliance.

- Federal_Contract_Provisions...

5.6.14. For Respondent's Information Only: Please read the applicable Federal Register Appendix II.

Please review document for project regulatory compliance.

- Federal_Register_2_CFR_PART...

5.6.15. For Respondent's Information Only: Please see the applicable Labor Wage Decision document.

Please review document for project regulatory compliance. This document must be posted at job site when project is underway.

- Wage_Decision_TX_20230003.pdf

5.6.16. For Respondent's Information Only: Please read the Labor Standards regulations.

Please review document for project regulatory compliance.

- Title_29_Labor_Regulations.pdf

*5.6.17. For Respondent's Information Only: Please read the Contractor's Guide to Prevailing Wage Requirements.**

Please review document for project regulatory compliance.

- Davis_Bacon_Labor_Standards...

***Response required**

5.6.18. For Respondent's Information Only: Please see required Job Site Bulletin Board Posters.

Please review document for project regulatory compliance. These documents must be posted at job site when project is underway.

- Jobsite_Posters_Required.pdf

*5.6.19. For Respondent's Information Only: Please read the Section 3 Eligibility Requirements.**

Please review document for project regulatory compliance.

- Section_3_Information_and_E...

***Response required**

6. Pricing Proposal

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS		
2	36" R.C.P. Class V Rubber Gasket	89	LF		
3	36" R.C.P. Class III Rubber Gasket	84	LF		
4	24" R.C.P. Class III Rubber Gasket	56	LF		
5	36" Jack Boring	78	LF		
6	Concrete Rip-Rap @ 6"	25	CY		
7	Excavation and Hauling	21,700	CY		
8	SW3P Plan & Implementation	1	LS		
9	Prep ROW and Brush Clearing	3.5	AC		
10	24" Jack Boring	50	LF		
11	Removal of R.C.P	88	LF		
12	Trash Rack	1	EA		
TOTAL					

Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$100,000.00	$100,000.00
2	Traffic Control	1	LS	$12,000.00	$12,000.00
3	Manhole	10	EA	$11,502.75	$115,027.50
4	Type A Inlet w/Extension	6	EA	$9,833.25	$58,999.50
5	Type A Inlet w/2 Extensions	1	EA	$11,114.25	$11,114.25
6	36" R.C.P. Class V Rubber Gasket	90	LF	$551.25	$49,612.50
7	36" R.C.P. Class III Rubber Gasket	434	LF	$262.76	$114,037.84
8	30" R.C.P. Class III Rubber Gasket	237	LF	$236.25	$55,991.25
9	24" R.C.P. Class III Rubber Gasket	143	LF	$204.75	$29,279.25
10	18" R.C.P. Class III Rubber Gasket	625	LF	$160.13	$100,081.25
11	36" Jack Boring	80	LF	$2,016.00	$161,280.00
12	24" Jack Boring	50	LF	$1,386.00	$69,300.00
13	Concrete Rip-Rap @ 6"	17	CY	$420.00	$7,140.00
14	Excavation and Hauling	21700	CY	$12.00	$260,400.00
15	SW3P Plan & Implementation	1	LS	$26,508.30	$26,508.30
16	Prep ROW and Brush Clearing	3.5	AC	$3,000.00	$10,500.00
17	Removal of R.C.P	103	LF	$105.00	$10,815.00
18	Removal of Curb Inlet	1	EA	$3,675.00	$3,675.00
19	Trench Protection	827	LF	$7.35	$6,078.45
20	Stabilized Backfill	411	CY	$36.75	$15,104.25
21	Outfall Trash Rack	1	EA	$13,650.00	$13,650.00
22	Project Sign (4'x8')	1	EA	$800.00	$800.00
	Total				**$1,231,394.34**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	$66.00	$56,298.00
2	Remove and Replace Wood Fence	120	LF	$66.03	$7,923.60
3	Remove Curb & Gutter	132	LF	$12.00	$1,584.00
	Total				**$65,805.60**

Total **1,297,199.94**

Humberto Garcia Jr./Member.

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:
1/15/24

Company/Vendor Name:
2GS LLC dba Earthworks Enterprise

Printed Name and Title:
Humberto Garcia Jr / Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 2GS LLC dba Earthworks Enterprise
(Full, correct legal name)

- Address: PO Box 595, Penitas, Tx 78576
- Telephone/Fax: (956) 424-3414 / (956) 683-6149
- Email address: beto@2gsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Palmview, 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: Humberto Garcia Jr
Address: P.O. Box 595, Peñitas Tx 78576
Telephone: (956) 424-3414
Fax: (956) 683-6149
Email: beto@2gsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
NA

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, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (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:

Humberto Garcia Jr Member

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

SENATE BILL 13 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (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:

Humberto Garcia Jr Member

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

SENATE BILL 19 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of 2GS LLC dba Earthworks Enterprise, (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.

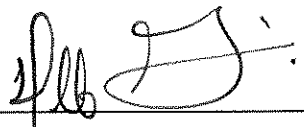
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Humberto Garcia Jr

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2GS LLC dba Earthworks Enterprise

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.**

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

1/15/24

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.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	2GS LLC dba Earthworks Enterprise		
Corporate Office			
Name:	Humberto Garcia Jr	Phone number:	(956) 424-3414
Title:	Member	Email address:	beto@2gsllc.com
Business address of corporate office:	7100 W EXPRESSWAY 83 , PALMVIEW TX 78572		
	P.O. Box 595 Peñitas, Texas 78576		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	January 2012	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: NA

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Humberto Garcia Jr	Title:	Member 50%
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Jorge A Andrade	Title:	Member 50%
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable: NA

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	4/22/21
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Javier Garcia	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.76			.74			.73		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Florida
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	55 West Street, Keene, New Hamphire 03431-7000

Physical Address (principal place of business):	4601 Touchton Road East Suite , Jacksonville, Florida 32246		
Phone (main):	(904)380-7282	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

See the attachment insurance certificate for the complete information.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
United Specialty Insurance Company	General Liability ($1,000,000 ea , $2,000,000 aggregate
Scottsdale Indemnity Company	Automobile Liability ($1,000,000)
Acceptance Indemnity Insurance Company	Umbrella Liability ($2,000,000 ea, $2,000,000 aggregate)
Texas Mutual	Worker Compensation ($1,000,000)
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business): Producer	1400 McColl Rd, Ste 105 McAllen, TX 78501		
Physical Address (principal place of business): Producer	1400 McColl Rd, Ste 105 McAllen, TX 78501		
Phone (main):	956-668-3510	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	48
Estimate of revenue for the current year:	$13,000,000.00
Estimate of revenue for the previous year:	$11,500,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 11 Years				
As a general contractor:	11	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 2GS LLC dba Earthworks Enterprise
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Humberto Garcia Jr
(typed or printed)

Title: Member
(typed or printed)

Date: 3/3/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Humberto Garcia Jr
(typed or printed)

Title: Member
(typed or printed)

Address: P.O. Box 595 Penitas, Tx 78576

_____

_____

Phone: (956) 424-3414

Email: beto@2gsllc.com

Schedule A—Current Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	State of Texas		Project Name	SH 100 TxDOT NH 2021(193) csj 0331-01-052 Phar District	
General Description of Project	Rehabilitation of existing roadway				
Project Cost	$4,728,315.84		Date Project	12/1/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rene Davila	Project Manager	TxDot	(956) 221-4983	rene.davila@txdot.gov
Designer					
Construction Manager					

Project Owner	City of Palmview		Project Name	City of Palmview Main Street Development	
General Description of Project	Rehabilitation of existing roadway				
Project Cost	$810,615.50		Date Project	3/7/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Leo	City Manager	Palmview City		
Designer					
Construction Manager					

Project Owner	Hidalgo County Urban County Program		Project Name	2022 Sullivan City Street Improvements	
General Description of Project	Street Improvements				
Project Cost	$108,498.00		Date Project	1/16/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Adrian Perez	UCP Coordinator III	Hidalgo County Urban		adrian.perez@co.hidalgo.tx.us
Designer			County Program		
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS, LLC Dba Earthworks Enterprise			
Project Owner	Hidalgo County Precinct #2	Project Name	Dicker Road Reconstruction Project	
General Description of Project	Reconstructing an existing roadway facility to a 4 lane divided urban section with Storm drain pipes, signing, delineation, traffic signals, and pavements markings			
Project Cost	$15,225,695.95	Date Project	2020-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Jr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Erika Zamara	Director of Administration Pct#2	Hidalgo County Precinct #2		erika.zamora@co.hidalgo.tx.us
Designer	Saul R Munoz	Project Manager	B2Z Engineering	(956)585-3773	saul@b2zeng.com
Construction Manager	Stanley Ramos	Senior Construction Superintendent	B2Z Engineering	(956)585-3773	stanley@b2zeng.com

Project Owner	City of McAllen	Project Name	City of McAllen 29th Street Extension	
General Description of Project	Street Extension from Oxford to SH107			
Project Cost	$3,049,331.72	Date Project	September 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Jr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Marlen Garza	City Engineer	City of McAllen	(956)681-1150	marlen.garza@mcallen.net
Designer	Julio Macias	E.I.T	Dannenbaum Engineering	(956)429-0524	Julio.Macias@dannenbaum.com
Construction Manager					

Project Owner	City of Harlingen	Project Name	2019-02 General Fund Street Improvement Project	
General Description of Project	Street Improvements			
Project Cost	$1,850,479.86	Date Project	09-2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javier Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciana Longoria	Project Engineer	City of Harlingen	(956)216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS, LLC Dba Earthworks Enterprise			
Project Owner	City of Harlingen	Project Name	2018-05 General Fund	
General Description of Project	Street Improvements			
Project Cost	$1,499,040.48	Date Project	05-2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciano Longoria	Project Engineer	City of Harlingen	(956)216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Project Owner	EBE Investments, INC	Project Name	North Park Villague	
General Description of Project	Paving Improvements, Waterline, Sewer, Storm Drainage and Building Pads			
Project Cost	$1,200,173.75	Date Project	03-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Casillas	Superintendent	EBE Investments, INC	(956)821-1458	jcasillas@ebmerit.com
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Ruben Flores		
Years of experience as project manager	20 years		
Years of experience with this organization	5 years		
Number of similar projects as project manager	7		
Number of similar projects in other positions	0		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Harlingen TxDot Cameron County	98%	February 2024	
City of Palmview Main Street Development	90%	February 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	Harlingen TxDot Cameron County	Project	
Candidate's role on project	Project Manager	Candidate's role on project	

Project Superintendent			
Name of individual	Humberto Garcia Sr		
Years of experience as project superintendent	12 years		
Years of experience with this organization	12 years		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	0		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Harlingen TxDot Cameron County	98%	February 2024	
City of Palmview Main Street Development	90%	February 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	City of Palmview Main Street Development	Project	
Candidate's role on project	Superintendent	Candidate's role on project	

Safety Manager			
Name of individual		Javier Garcia	
Years of experience as project manager		12 years	
Years of experience with this organization		12 years	
Number of similar projects as project manager		4	
Number of similar projects in other positions		0	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Harlingen TxDot Cameron County		98%	February 2024
City of Palmview Main Street Development		90%	February 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	City of Palmview Main Street Development	Project	
Candidate's role on project	Safety Manager	Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: EB Merit Construction

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent _x_ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_x_ No___

3. Provided completed warranty documents and performed warranty items timely: Yes_x_No____

4. Contractor's history of completing on schedule: Excellent _x_ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent _x_ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent _x_ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_x_ No____

Signature: Jose A Lino Jr

Printed Name: Jose A. Lino Jr. Project Manager

Date: 4/3/23

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good X Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No X

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent ___ Good X Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good X___ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X____ No____

Signature: Stanley Ramos

Printed Name: _____

Date: April 3, 2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: B2Z Engineering

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good __X____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_X___ No___

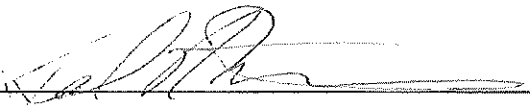
3. Provided completed warranty documents and performed warranty items timely: YesX No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory X_Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _X___ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _X___ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_X_____ No____

Signature: 

Printed Name: Saul Muñoz

Date: 4/3/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: **Hinojosa Engineering, Inc.**

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent **X** Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes **X** No___

3. Provided completed warranty documents and performed warranty items timely: Yes **X** No____

4. Contractor's history of completing on schedule: Excellent **X** Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent **X** Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent **X** Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes **X** No____

Signature: _____

Printed Name: **San Isidro Navarro**

Date: **03.31.2023**

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 15 day of January, 2024.

Humberto Garcia Jr
Name of Bidder

Signature of Bidder

Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	*	
Crawler Dozer	*	
Front End Loader	*	
Motor Grader	*	
Milling Machine 4.5 ft	*	
Asphalt Paver	*	
Smooth Drum Roller 66"	*	
Pneumatic Roller	*	
Sweeper	*	
Lowboy TK	*	
Prime Truck	*	
Water Truck	*	
Gomacco GT3600 Paver Curb Machine	*	
Scrapers	*	
Chip Spreader	*	
Windrow Elevator	*	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Concrete	Alamo Concrete
Hotmix	CAPA
RCP Pipe	CAPA
Pavement Markings	Pavement Markings, INC
Road Signs	Texas Highway Systems, INC
Traffic Control	Texas Highway Systems, INC
Inlets	L&R Precast
Caliche	Martin Marieta
Lime	Lhoist

BIDDER

Executed this: 15 Day of : January 20. 24

By: Humberto Garcia Jr
BIDDER

Title: Member

NOTARY PUBLIC

State of Texas
County of:

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

Subscribed and sworn to before me this: 15th of January 2024

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

EARTHWORKS
ENTERPRISE

January 15,2024

Humberto Garcia Jr
PO Box 595
Penitas, Texas 78576

Dear *City of Edinburg* :

The undersigned party certifies that *2GS LLC dba Earthworks Enterprise* complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Humberto Garcia Jr
Printed name

Signature

Member
Position in bidding company

1/15/24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Humberto Garcia Jr, who
[Affiant]

being by me duly sworn on his oath stated that he is Member, of
[Title]

2GS LLC dba Earthworks Enterprise
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1-15-24.
[Date]

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

[Notary Seal]

Notary Public in and for the State of TEXAS

Olesya Tijerina
[Print or type Notary Public name]

My Commission Expires: 03-09-2025
[Expiration Date]

END OF DOCUMENT

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
2GS, LLC dba Earthworks Enterprise
P.O. Box 595
Penitas, TX 78576

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W. University Drive
Edinbug, TX 78541

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
2024-06 Brennaaleen Drainage Improvements Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January, 2024.

2GS, LLC dba Earthworks Enterprise

(Principal) *(Seal)*
Humberto Garcia Jr. President
(Witness) *(Title)*

NGM Insurance Company

(Surety) *(Seal)*
Andy Alvarez, Atty-in-Fact
(Witness) *(Title)* Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120806

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 928597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 23rd day of January, 2024.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

HEAT SENSITIVE SHIELD

DocuGard #04646 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: 2GS LLC dba Earthworks Enterprise
State of Incorporation: Texas
Mailing Address: P.O.BOX 595 Peñitas, Texas 78576

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Humberto Garcia Jr Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/15/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

2GS LLC dba Earthworks Enterprise
[Typed Name of Company:]

Humberto Garcia Jr
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/15/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _x_ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: QKCUFJG9FNT8

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

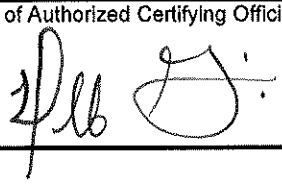
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
2GS LLC dba Earthworks Enterprise	1/15/24
Signature of Authorized Certifying Official	**Title**
	Member

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1/15/24

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1/15/24

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 2GS LLC dba Earthworks Enterprise

Address and Zip Code: PO Box 595, Penitas Tx 78576

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   2022 Sullivan City Street Improvements
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No X (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Humberto Garcia Jr / Member

(Name and Title of Signer – please type)

Signature

1/15/24

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 2G5 LLC dba Earthworks Enterprise PROJECT #: 2024-06

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

Saenz Utility Contractors, LLC
22290 N FM 88
Edcouch TX 78538

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   ✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes ✓ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   ✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes ✓ No

Maribel Saenz Project Manager
NAME AND TITLE OF SIGNER (Please type):

Maribel Saenz 1/23/24
SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Humberto Garcia Jr

Title of Contractor's Authorized Official: Member

Date: 1/15/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

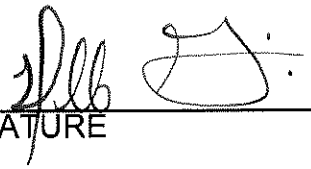
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Humberto Garcias Jr	Member
NAME	TITLE
	1/15/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Humberto Garcia Jr, being the first duly sworn, deposes and says that:

1. He/she is Member (Owner, partner, etc.) of 2GS LLC dba Earthworks Enterprise (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 1/15/24
Humberto Garcia Jr

Title: Member Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements Phase 1 Date: 1/15/24

Location: Brennaaleen Park Subdivision Project No.: 2021-06

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Martha Diaz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January 16, 20 24: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	2GS, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/15/24

Signature: _____

Company Name: 2GS LLC dba Earthworks Enterprise

Title: Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. Ste. 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3510 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Acceptance Indemnity Insurance Company	20010
INSURER C : Scottsdale Indemnity Company	15580
INSURER D : United Specialty Insurance Company	12537
INSURER E : Great American Insurance Company	16691
INSURER F :	

INSURED 2GSLL
2GS, LLC DBA Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 2060087991 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ATN2315867	2/21/2023	2/21/2024	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZBI0003614	2/21/2023	2/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EMM0000055-03	2/21/2023	2/21/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001234244	2/21/2023	2/21/2024	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	Inland Marine /Contractors Equip			IMP E953564 00	2/21/2023	2/21/2024	Schedule Limit Leased/Rented Deductible	$2,240,447 $350,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability coverage contains the following blanket endorsements which apply when required by contract:
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Completed Operations CG 20 37 04 13
Primary And Non-Contributory - Other Insurance Endorsement VEN 051 00 02/20
Waiver of Transfer of Rights of Recovery Against Others To Us CG 24 04 05/09

Auto Liability coverage contains the following blanket endorsements which apply when required by contract:
Designated Insured For Covered Autos Liability Coverage CA 20 48 10 13
See Attached...

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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AGENCY CUSTOMER ID: 2GSLL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	2GS, LLC DBA Earthworks Enterprise PO Box 595 Penitas TX 78576
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Transportation of Rights of Recovery Against Others To Us (Waiver of Subrogation) CA 04 44

Workers Compensation coverage contains the following blanket endorsements which apply when required by contract:
Texas Waiver of Our Right To Recover From Others Endorsement WC 42 03 04 B

Inland Marine coverage contains the following endorsement:
Blanket Loss Payable Endorsement CM8788

Project:
2024 – 06 Brennaaleen Drainage Improvements Phase 1

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Addendum #1 *Jan 10, 2024 3:09 PM*

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Request for Bids for the Brennaaleen Drainage Improvements Phase 1:

Changes are as follows:

***Pricing Proposal table update.**

***Plans drawings update.**

Please be sure to review the changes made to the project documents.

100% Brennaaleen Cedar Drainage Improvements 1.10.24 Revisions.pdf

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS		
2	Traffic Control	1	LS		
3	Manhole	10	EA		
4	Type A Inlet w/Extension	6	EA		
5	Type A Inlet w/2 Extensions	1	EA		
6	36" R.C.P. Class V Rubber Gasket	90	LF		
7	36" R.C.P. Class III Rubber Gasket	434	LF		
8	30" R.C.P. Class III Rubber Gasket	237	LF		
9	24" R.C.P. Class III Rubber Gasket	143	LF		
10	18" R.C.P. Class III Rubber Gasket	625	LF		
11	36" Jack Boring	80	LF		
12	24" Jack Boring	50	LF		
13	Concrete Rip-Rap @ 6"	17	CY		
14	Excavation and Hauling	21700	CY		
15	SW3P Plan & Implementation	1	LS		
16	Prep ROW and Brush Clearing	3.5	AC		
17	Removal of R.C.P	103	LF		
18	Removal of Curb Inlet	1	EA		
19	Trench Protection	827	LF		
20	Stabilized Backfill	411	CY		
21	Outfall Trash Rack	1	EA		
22	Project Sign (4'x8')	1	EA		
Total					

Humberto Garcia Jr / Member

2GS LLC dba Earthworks Enterprise

Addendum #2 *Jan 15, 2024 4:31 PM*

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Request for Bids for the Brennaaleen Drainage Improvements Phase 1:

Changes are as follows:

*Pricing Proposal table update (**Roadway section added**)

* Opening due date change from 1-16-2024 to 1-23-2024 at 3:00PM CST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS		
2	Traffic Control	1	LS		
3	Manhole	10	EA		
4	Type A Inlet w/Extension	6	EA		
5	Type A Inlet w/2 Extensions	1	EA		
6	36" R.C.P. Class V Rubber Gasket	90	LF		
7	36" R.C.P. Class III Rubber Gasket	434	LF		
8	30" R.C.P. Class III Rubber Gasket	237	LF		
9	24" R.C.P. Class III Rubber Gasket	143	LF		
10	18" R.C.P. Class III Rubber Gasket	625	LF		
11	36" Jack Boring	80	LF		
12	24" Jack Boring	50	LF		
13	Concrete Rip-Rap @ 6"	17	CY		
14	Excavation and Hauling	21700	CY		
15	SW3P Plan & Implementation	1	LS		
16	Prep ROW and Brush Clearing	3.5	AC		
17	Removal of R.C.P	103	LF		
18	Removal of Curb Inlet	1	EA		
19	Trench Protection	827	LF		
20	Stabilized Backfill	411	CY		
21	Outfall Trash Rack	1	EA		
22	Project Sign (4'x8')	1	EA		
	Total				

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY		
2	Remove and Replace Wood Fence	120	LF		
3	Remove Curb & Gutter	132	LF		
	Total				

Humberto Garcia Jr / Member

2GS LLC dba Earthworks Enterprise

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. Ste. 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3510 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Acceptance Indemnity Insurance Company	20010
INSURER C : Scottsdale Indemnity Company	15580
INSURER D : United Specialty Insurance Company	12537
INSURER E : Great American Insurance Company	16691
INSURER F :	

INSURED 2GSLL
2GS, LLC DBA Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 2060087991 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ATN2315867	2/21/2023	2/21/2024	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZBI0003614	2/21/2023	2/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EMM0000055-03	2/21/2023	2/21/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001234244	2/21/2023	2/21/2024	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	Inland Marine /Contractors Equip			IMP E953564 00	2/21/2023	2/21/2024	Schedule Limit Leased/Rented Deductible	$2,240,447 $350,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability coverage contains the following blanket endorsements which apply when required by contract:
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization CG 20 10 04 13
Additional Insured - Owners, Lessees Or Contractors - Completed Operations CG 20 37 04 13
Primary And Non-Contributory - Other Insurance Endorsement VEN 051 00 02/20
Waiver of Transfer of Rights of Recovery Against Others To Us CG 24 04 05/09

Auto Liability coverage contains the following blanket endorsements which apply when required by contract:
Designated Insured For Covered Autos Liability Coverage CA 20 48 10 13
See Attached...

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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AGENCY CUSTOMER ID: 2GSLL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	2GS, LLC DBA Earthworks Enterprise PO Box 595 Penitas TX 78576
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Transportation of Rights of Recovery Against Others To Us (Waiver of Subrogation) CA 04 44

Workers Compensation coverage contains the following blanket endorsements which apply when required by contract:
Texas Waiver of Our Right To Recover From Others Endorsement WC 42 03 04 B

Inland Marine coverage contains the following endorsement:
Blanket Loss Payable Endorsement CM8788

Project:
2024 – 06 Brennaaleen Drainage Improvements Phase 1

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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:
1/15/24

Company/Vendor Name:
2GS LLC dba Earthworks Enterprise

Printed Name and Title:
Humberto Garcia Jr / Member

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 2GS LLC dba Earthworks Enterprise
(Full, correct legal name)

- Address: PO Box 595, Penitas, Tx 78576
- Telephone/Fax: (956) 424-3414 / (956) 683-6149
- Email address: beto@2gsllc.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No__X__

3. Is your Company authorized and/or licensed to do business in Texas?
Yes__X__ No____

4. Where is the Company's corporate headquarters located? Palmview, 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: Humberto Garcia Jr
Address: P.O. Box 595, Peñitas Tx 78576
Telephone: (956) 424-3414
Fax: (956) 683-6149
Email: beto@2gsllc.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
NA

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, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (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:

Humberto Garcia Jr Member

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

SENATE BILL 13 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of

2GS LLC dba Earthworks Enterprise, (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:

Humberto Garcia Jr Member

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

SENATE BILL 19 VERIFICATION

I, Humberto Garcia Jr, the undersigned representative of 2GS LLC dba Earthworks Enterprise, (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.

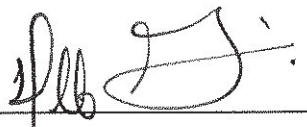
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Humberto Garcia Jr

TYPE/PRINT NAME AND TITLE:

1/15/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2GS LLC dba Earthworks Enterprise

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.**

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

1/15/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: EB Merit Construction

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent _x_ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_x_ No___

3. Provided completed warranty documents and performed warranty items timely: Yes_x_No____

4. Contractor's history of completing on schedule: Excellent _x_ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent _x_ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent _x_ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_x_ No____

Signature: Jose A Lino Jr

Printed Name: Jose A. Lino Jr. Project Manager

Date: 4/3/23

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good X Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No X

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent ___ Good X Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good X___ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X____ No____

Signature: Stanley Ramos

Printed Name: 

Date: April 3, 2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: B2Z Engineering

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good __X____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes__X___ No___

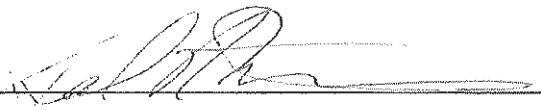
3. Provided completed warranty documents and performed warranty items timely: Yes_X_ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory _X_Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _X___ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _X___ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes__X_____ No____

Signature: 

Printed Name: Saul Muñoz

Date: 4/3/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 2GS LLC dba Earthworks Enterprise

Reference Company Name: **Hinojosa Engineering, Inc.**

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent **X** Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes **X** No___

3. Provided completed warranty documents and performed warranty items timely: Yes **X** No____

4. Contractor's history of completing on schedule: Excellent **X** Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent **X** Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent **X** Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes **X** No____

Signature: _____

Printed Name: **San Isidro Navarro**

Date: **03.31.2023**

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
2GS, LLC dba Earthworks Enterprise
P.O. Box 595
Penitas, TX 78576

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W. University Drive
Edinbug, TX 78541

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
2024-06 Brennaaleen Drainage Improvements Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January, 2024.

2GS, LLC dba Earthworks Enterprise

(Witness)

(Principal) *(Seal)*
Humberto Garcia Jr. President
(Title)

NGM Insurance Company

(Witness)

(Surety) *(Seal)*
Andy Alvarez, Atty-in-Fact
(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120806

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 23rd day of January, 2024.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

HEAT SENSITIVE SHIELD - FADES WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	2GS LLC dba Earthworks Enterprise		
Corporate Office			
Name:	Humberto Garcia Jr	Phone number:	(956) 424-3414
Title:	Member	Email address:	beto@2gsllc.com
Business address of corporate office:	7100 W EXPRESSWAY 83 , PALMVIEW TX 78572		
	P.O. Box 595 Peñitas, Texas 78576		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	January 2012	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: NA

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Humberto Garcia Jr	Title:	Member 50%
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Jorge A Andrade	Title:	Member 50%
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable: NA

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	4/22/21
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Javier Garcia	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.76			.74			.73		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Florida
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	55 West Street, Keene, New Hamphire 03431-7000

Physical Address (principal place of business):	4601 Touchton Road East Suite , Jacksonville, Florida 32246		
Phone (main):	(904)380-7282	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

See the attachment insurance certificate for the complete information.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
United Specialty Insurance Company	General Liability ($1,000,000 ea , $2,000,000 aggregate
Scottsdale Indemnity Company	Automobile Liability ($1,000,000)
Acceptance Indemnity Insurance Company	Umbrella Liability ($2,000,000 ea, $2,000,000 aggregate)
Texas Mutual	Worker Compensation ($1,000,000)
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business): Producer	1400 McColl Rd, Ste 105 McAllen, TX 78501		
Physical Address (principal place of business): Producer	1400 McColl Rd, Ste 105 McAllen, TX 78501		
Phone (main):	956-668-3510	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	48
Estimate of revenue for the current year:	$13,000,000.00
Estimate of revenue for the previous year:	$11,500,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 11 Years				
As a general contractor:	11	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

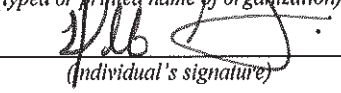
G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 2GS LLC dba Earthworks Enterprise
(typed or printed name of organization)

By: 
(individual's signature)

Name: Humberto Garcia Jr
(typed or printed)

Title: Member
(typed or printed)

Date: 3/3/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Humberto Garcia Jr
(typed or printed)

Title: Member
(typed or printed)

Address: P.O. Box 595 Penitas, Tx 78576

_____

_____

Phone: (956) 424-3414

Email: beto@2gsllc.com

Schedule A—Current Projects

Name of Organization	2GS LLC dba Earthworks Enterprise				
Project Owner	State of Texas		Project Name	SH 100 TxDOT NH 2021(193) csj 0331-01-052 Phar District	
General Description of Project	Rehabilitation of existing roadway				
Project Cost	$4,728,315.84		Date Project	12/1/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rene Davila	Project Manager	TxDot	(956) 221-4983	rene.davila@txdot.gov
Designer					
Construction Manager					

Project Owner	City of Palmview		Project Name	City of Palmview Main Street Development	
General Description of Project	Rehabilitation of existing roadway				
Project Cost	$810,615.50		Date Project	3/7/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Leo	City Manager	Palmview City		
Designer					
Construction Manager					

Project Owner	Hidalgo County Urban County Program		Project Name	2022 Sullivan City Street Improvements	
General Description of Project	Street Improvements				
Project Cost	$108,498.00		Date Project	1/16/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Humberto Garcia Jr	Ruben Flores			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Adrian Perez	UCP Coordinator III	Hidalgo County Urban		adrian.perez@co.hidalgo.tx.us
Designer			County Program		
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS, LLC Dba Earthworks Enterprise		
Project Owner	Hidalgo County Precinct #2	Project Name	Dicker Road Reconstruction Project
General Description of Project	Reconstructing an existing roadway facility to a 4 lane divided urban section with Storm drain pipes, signing, delineation, traffic signals, and pavements markings		
Project Cost	$15,225,695.95	Date Project	2020-2022

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Jr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Erika Zamara	Director of Administration Pct#2	Hidalgo County Precinct #2		erika.zamora@co.hidalgo.tx.us
Designer	Saul R Munoz	Project Manager	B2Z Engineering	(956)585-3773	saul@b2zeng.com
Construction Manager	Stanley Ramos	Senior Construction Superintendent	B2Z Engineering	(956)585-3773	stanley@b2zeng.com

Project Owner	City of McAllen	Project Name	City of McAllen 29th Street Extension
General Description of Project	Street Extension from Oxford to SH107		
Project Cost	$3,049,331.72	Date Project	September 2020

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Jr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Marlen Garza	City Engineer	City of McAllen	(956)681-1150	marlen.garza@mcallen.net
Designer	Julio Macias	E.I.T	Dannenbaum Engineering	(956)429-0524	Julio.Macias@dannenbaum.com
Construction Manager					

Project Owner	City of Harlingen	Project Name	2019-02 General Fund Street Improvement Project
General Description of Project	Street Improvements		
Project Cost	$1,850,479.86	Date Project	09-2020

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javier Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciana Longoria	Project Engineer	City of Harlingen	(956)216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	2GS, LLC Dba Earthworks Enterprise			
Project Owner	City of Harlingen	Project Name	2018-05 General Fund	
General Description of Project	Street Improvements			
Project Cost	$1,499,040.48	Date Project	05-2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Ponciano Longoria	Project Engineer	City of Harlingen	(956)216-5223	plongoria@myharlingen.us
Designer					
Construction Manager					

Project Owner	EBE Investments, INC	Project Name	North Park Villague	
General Description of Project	Paving Improvements, Waterline, Sewer, Storm Drainage and Building Pads			
Project Cost	$1,200,173.75	Date Project	03-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ruben Flores	Humberto Garcia Sr.	Javie Garcia	Ruben Flores

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Casillas	Superintendent	EBE Investments, INC	(956)821-1458	jcasillas@ebmerit.com
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Ruben Flores		
Years of experience as project manager	20 years		
Years of experience with this organization	5 years		
Number of similar projects as project manager	7		
Number of similar projects in other positions	0		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Harlingen TxDot Cameron County	98%	February 2024	
City of Palmview Main Street Development	90%	February 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	Harlingen TxDot Cameron County	Project	
Candidate's role on project	Project Manager	Candidate's role on project	

Project Superintendent			
Name of individual	Humberto Garcia Sr		
Years of experience as project superintendent	12 years		
Years of experience with this organization	12 years		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	0		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Harlingen TxDot Cameron County	98%	February 2024	
City of Palmview Main Street Development	90%	February 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	City of Palmview Main Street Development	Project	
Candidate's role on project	Superintendent	Candidate's role on project	

Safety Manager			
Name of individual	Javier Garcia		
Years of experience as project manager	12 years		
Years of experience with this organization	12 years		
Number of similar projects as project manager	4		
Number of similar projects in other positions	0		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Harlingen TxDot Cameron County		98%	February 2024
City of Palmview Main Street Development		90%	February 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Humbero Garcia Jr	Name	
Title/Position	Member/ Owner	Title/Position	
Organization	2GS LLC	Organization	
Telephone	(956) 607-4448	Telephone	
Email	beto@2gsllc.com	Email	
Project	City of Palmview Main Street Development	Project	
Candidate's role on project	Safety Manager	Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 15 day of January, 2024.

Humberto Garcia Jr
Name of Bidder

Signature of Bidder

Member
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	*	
Crawler Dozer	*	
Front End Loader	*	
Motor Grader	*	
Milling Machine 4.5 ft	*	
Asphalt Paver	*	
Smooth Drum Roller 66"	*	
Pneumatic Roller	*	
Sweeper	*	
Lowboy TK	*	
Prime Truck	*	
Water Truck	*	
Gomacco GT3600 Paver Curb Machine	*	
Scrapers	*	
Chip Spreader	*	
Windrow Elevator	*	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Concrete	Alamo Concrete
Hotmix	CAPA
RCP Pipe	CAPA
Pavement Markings	Pavement Markings, INC
Road Signs	Texas Highway Systems, INC
Traffic Control	Texas Highway Systems, INC
Inlets	L&R Precast
Caliche	Martin Marieta
Lime	Lhoist

BIDDER

Executed this: 15 Day of : January 20. 24

By: Humberto Garcia Jr
BIDDER

Title: Member

NOTARY PUBLIC

State of Texas
County of:

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

Subscribed and sworn to before me this: 15th of January 2024

NOTARY PUBLIC

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

EARTHWORKS
ENTERPRISE

January 15,2024

Humberto Garcia Jr
PO Box 595
Penitas, Texas 78576

Dear *City of Edinburg* :

The undersigned party certifies that *2GS LLC dba Earthworks Enterprise* complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Humberto Garcia Jr
Printed name

Signature

Member
Position in bidding company

1/15/24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Humberto Garcia Jr
[Affiant], who

being by me duly sworn on his oath stated that he is Member
[Title], of

2GS LLC dba Earthworks Enterprise
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1-15-24.
[Date]

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

[Notary Seal]

Notary Public in and for the State of TEXAS

Olesya Tijerina
[Print or type Notary Public name]

My Commission Expires: 03-09-2025
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: 2GS LLC dba Earthworks Enterprise
State of Incorporation: Texas
Mailing Address: P.O.BOX 595 Peñitas, Texas 78576

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Humberto Garcia Jr Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/15/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

2GS LLC dba Earthworks Enterprise
[Typed Name of Company:]

Humberto Garcia Jr
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/15/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _x_ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: QKCUFJG9FNT8

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
2GS LLC dba Earthworks Enterprise	1/15/24
Signature of Authorized Certifying Official	**Title**
	Member

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

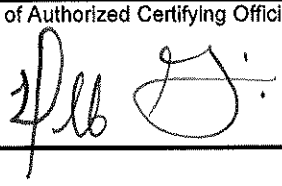
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
2GS LLC dba Earthworks Enterprise	1/15/24
Signature of Authorized Certifying Official	**Title**
	Member

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1/15/24

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1/15/24

Company/Vendor Name: 2GS LLC dba Earthworks Enterprise

Printed Name and Title: Humberto Garcia Jr

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 2GS LLC dba Earthworks Enterprise

Address and Zip Code: PO Box 595, Penitas Tx 78576

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   2022 Sullivan City Street Improvements
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No X (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Humberto Garcia Jr / Member

(Name and Title of Signer – please type)

Signature

1/15/24

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 2G5 LLC dba Earthworks Enterprise PROJECT #: 2024-06

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

Saenz Utility Contractors, LLC
22290 N FM 88
Edcouch TX 78538

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   ✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes ✓ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   ✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes ✓ No

Maribel Saenz Project Manager
NAME AND TITLE OF SIGNER (Please type):

Maribel Saenz
SIGNATURE

1/23/24
DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Humberto Garcia Jr

Title of Contractor's Authorized Official: Member

Date: 1/15/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

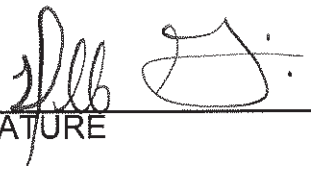
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Humberto Garcias Jr	Member
NAME	TITLE
	1/15/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Humberto Garcia Jr, being the first duly sworn, deposes and says that:

1. He/she is Member (Owner, partner, etc.) of 2GS LLC dba Earthworks Enterprise (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 1/15/24
Humberto Garcia Jr

Title: Member Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

OLESYA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-09-2025
Notary ID 132963916

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements Phase 1 Date: 1/15/24

Location: Brennaaleen Park Subdivision Project No.: 2021-06

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Martha Diaz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January 16, 20 24: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)	2GS, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)	Member (Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/15/24

Signature: _____

Company Name: 2GS LLC dba Earthworks Enterprise

Title: Member

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-06

Brennaaleen Drainage Improvements Phase 1

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Wednesday, January 24, 2024

3E Logistics of TX, LLC Proposal

CONTACT INFORMATION

Company:
3E Logistics of TX, LLC

Email:
3elogistics.tx@gmail.com

Contact:
Eli Gonzalez

Address:
P.O Box 487
Port Isabel, TX 78578

Phone:
N/A

Website:
N/A

Submission Date:
Jan 23, 2024 11:17 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 19, 2024 11:28 AM by Eli Gonzalez

Addendum #2
Confirmed Jan 19, 2024 11:28 AM by Eli Gonzalez

QUESTIONNAIRE

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

Please do not upload multiple files.

Complete_Bid_Package.pdf

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

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

COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verfification.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_Interest_questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Past_Performace.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Certificate_of_Bidders_Experience_and_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_and_Material_Lis.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery_Form.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

Bid_Bond.pdf

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

- L - Payment Bond.pdf

Bid_Bond.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certificate_Regarding_Department_Suspension.pdf

6. CDBG Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER, VERIFYING AN ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD.*
Pass

Please download, complete and upload the document below.

- SAM Registration and Activa...

SAM.pdf

PLEASE REVIEW AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- Debarment and Suspension Ce...

Certificate_Regarding_Debarment.pdf

PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- Conflict of Interest- Summa...

Conflict_of_Interest_Summary_of_Rules_for_CDBG_Contractors.pdf

PLEASE REVIEW AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- CDBG_Affidavit.pdf

Affidavit_Regarding_Conflict_of_Interest.pdf

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

Please download, complete and upload the document below.

- Equal_Employment_Opportunit...

EEO.pdf

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

Please download, complete and upload the document below.

- Equal_Opportunity_Employer-...

Certification_of_subcontractor_regarding_eeo.pdf

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

Please download, complete and upload the document below.

- Clean_Air_and_Water.pdf

Clean_air_and_water_certification.pdf

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

Please download, complete and upload the document below.

- Non-Lobbying_Activities.pdf

Certification_of_nonlobbying_activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE. THIS DOCUMENT MUST BE NOTARIZED.*
Pass

Please download, complete and upload the document below.

- Non-Collusion_Affidavit.pdf

Non_collusion_affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT IN ACCORDANCE WITH DAVIS-BACON AND RELATED ACTS, UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- Certificate_Designating_Sup...

Certicate_from_Contractor_Subcontractor_Designating_Officer.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download, complete and upload the document below.

- Minority_and_Womens_Busines...

Minority_and_Womens.pdf

PLEASE FILL OUT, SIGN, AND UPLOAD THE BUY AMERICA REQUIREMENTS FORM.*
Pass

Please download, complete and upload the document below.

- BuyAmerica_Form.pdf

Buy_America_Requirements.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL CONTRACT PROVISIONS.
Pass

Please review document for project regulatory compliance.

- Federal_Contract_Provisions...

Federal_Contract_Provisions.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL REGISTER APPENDIX II.
Please review document for project regulatory compliance.

- Federal_Register_2_CFR_PART...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE THE APPLICABLE LABOR WAGE DECISION DOCUMENT.
Pass

Please review document for project regulatory compliance. This document must be posted at job site when project is underway.

- Wage_Decision_TX_20230003.pdf

Wage_Decision_TX_20230003.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE LABOR STANDARDS REGULATIONS.
Pass

Please review document for project regulatory compliance.

- Title_29_Labor_Regulations.pdf

Title_29_Labor_Regulations_(1).pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS.*
Pass

Please review document for project regulatory compliance.

- Davis_Bacon_Labor_Standards...

Davis_Bacon_Labor_Standards_Information_(2).pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE REQUIRED JOB SITE BULLETIN BOARD POSTERS.
Pass

Please review document for project regulatory compliance. These documents must be posted at job site when project is underway.

- Jobsite_Posters_Required.pdf

Jobsite_Posters_Required_(2).pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE SECTION 3 ELIGIBILITY REQUIREMENTS.*
Pass

Please review document for project regulatory compliance.

- Section_3_Information_and_E...

Section_3_Information_and_Eligibility_Requirements_(1).pdf

PRICE TABLES

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$27,930.00	$27,930.00
2	Traffic Control	1	LS	$9,849.00	$9,849.00
3	Manhole	10	EA	$6,910.47	$69,104.70
4	Type A Inlet w/Extension	6	EA	$5,375.79	$32,254.74
5	Type A Inlet w/2 Extensions	1	EA	$7,858.62	$7,858.62
6	36" R.C.P. Class V Rubber Gasket	90	LF	$210.64	$18,957.60
7	36" R.C.P. Class III Rubber Gasket	434	LF	$167.67	$72,768.78
8	30" R.C.P. Class III Rubber Gasket	237	LF	$122.04	$28,923.48
9	24" R.C.P. Class III Rubber Gasket	143	LF	$88.76	$12,692.68
10	18" R.C.P. Class III Rubber Gasket	625	LF	$75.72	$47,325.00
11	36" Jack Boring	80	LF	$912.87	$73,029.60
12	24" Jack Boring	50	LF	$624.75	$31,237.50
13	Concrete Rip-Rap @ 6"	17	CY	$406.90	$6,917.30
14	Excavation and Hauling	21,700	CY	$6.62	$143,654.00
15	SW3P Plan & Implementation	1	LS	$44,100.00	$44,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Prep ROW and Brush Clearing	3.5	AC	$4,777.50	$16,721.25
17	Removal of R.C.P	103	LF	$19.65	$2,023.95
18	Removal of Curb Inlet	1	EA	$514.50	$514.50
19	Trench Protection	827	LF	$4.41	$3,647.07
20	Stabilized Backfill	411	CY	$74.97	$30,812.67
21	Outfall Trash Rack	1	EA	$19,551.00	$19,551.00
22	Project Sign (4'x8')	1	EA	$992.25	$992.25
TOTAL					**$700,865.69**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	$41.12	$35,075.36
2	Remove and Replace Wood Fence	120	LF	$36.75	$4,410.00
3	Remove Curb & Gutter	132	LF	$9.04	$1,193.28
TOTAL					**$40,678.64**

BID BOND (PENAL SUM FORM)

Bidder Name: 3E Logistics of TX, LLC Address *(principal place of business)*: P.O. Box 487 Port Isabel, TX 78578	**Surety** Name: Merchants National Bonding, Inc. Address *(principal place of business)*: P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Edinburg Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: 2024-06 Brennaaleen Drainage Improvements Phase 1 Bid Due Date: [1/23/2024]
Bond Penal Sum: [Five Percent of the Greatest Amount Bid, ($ 5% G.A.B.)] Date of Bond: [January 23, 2024]	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
3E Logistics of TX, LLC *(Full formal name of Bidder)*	Merchants National Bonding, Inc. *(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: [signature] *(Signature) (Attach Power of Attorney)*
Name: Eli Gonzalez *(Printed or typed)*	Name: Neira Hernandez *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: [signature] *(Signature)*	Attest: [signature] *(Signature)*
Name: Cynthia Tijerina *(Printed or typed)*	Name: Debra Robinson *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

SUP 0032 TX (12/13)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

3E Logistics of TX, LLC
803070490

[formerly: 3E Logistics, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/04/2020

Effective: 05/04/2020

Ruth R. Hughs
Secretary of State

Phone: (512) 463-5555
Prepared by: Andy Perales

Come visit us on the internet at https://www.sos.texas.gov/
Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 968516150002

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE SALINAS
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE CO	
INSURER B : PROGRESSIVE	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D : KINSALE INSURANCE CO	
INSURER E : GREAT AMERICAN INSURANCE	
INSURER F :	

INSURED
3E LOGISTICS OF TX, LLC
2009 PRISCILLA LN
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			0100260916-0	09/28/23	09/28/24	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 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			03880115	07/20/23	07/20/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			0100249173-1	09/28/23	09/28/24	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002082204	08/20/23	08/20/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	INLAND MARINE			IMPF057679-00-00	07/19/23	07/19/24	RENT/LEASED COVERAG DEDUCTIBLE SCHEDULED EQUIP	500,000 1,000 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
City of Edinburg Drainage Improvements
Project #C-317-23
Brennaaleen Cedar Drainage Improvements Project Phases I &II

CERTIFICATE HOLDER
CITY OF EDINBURG
415 W UNIVERSITY DR

EDINBURG TX 78540

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Line Item	Description	Quantity	Unit of Me	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	27930	27930
2	Traffic Control	1	LS	9849	9849
3	Manhole	10	EA	6910.47	69104.7
4	Type A Inlet w/Extension	6	EA	5375.79	32254.74
5	Type A Inlet w/2 Extensions	1	EA	7858.62	7858.62
6	36" R.C.P. Class V Rubber Gasket	90	LF	210.64	18957.6
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9	24" R.C.P. Class III Rubber Gasket	143	LF	88.76	12692.68
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11	36" Jack Boring	80	LF	912.87	73029.6
12	24" Jack Boring	50	LF	624.75	31237.5
13	Concrete Rip-Rap @ 6"	17	CY	406.9	6917.3
14	Excavation and Hauling	21700	CY	6.62	143654
15	SW3P Plan & Implementation	1	LS	44100	44100
16	Prep ROW and Brush Clearing	3.5	AC	4777.5	16721.25
17	Removal of R.C.P	103	LF	19.65	2023.95
18	Removal of Curb Inlet	1	EA	514.5	514.5
19	Trench Protection	827	LF	4.41	3647.07
20	Stabilized Backfill	411	CY	74.97	30812.67
21	Outfall Trash Rack	1	EA	19551	19551
22	Project Sign (4'x8')	1	EA	992.25	992.25
	Total				700865.7

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	41.12	35075.36
2	Remove and Re	120	LF	36.75	4410
3	Remove Curb &	132	LF	9.04	1193.28
	Total				40678.64

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: 1/23/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez. Owner

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 3E Logistics of TX, LLC
(Full, correct legal name)

- Address: P.O Box 487
Port Isabel, TX 78578
- Telephone/Fax: (956) 587-2972
- Email address: 3elogistics.tx@gmail.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. 14

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: Eli Gonzalez
Address: P.O Box 487, Port Isabel, TX 78578
Telephone: (956) 587-2972
Fax: _____
Email: 3elogistics.tx@gmail.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, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/25/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/25/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez Owner

TYPE/PRINT NAME AND TITLE:

1/23/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

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 N/A

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 N/A

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

N/A

Signature of vendor doing business with the governmental entity

1/23/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS

#1-7 Reference For: 3E LOGISTICS LLC

Reference Company Name: ORIGO WORKS LTD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes X__ No____

4. Contractor's history of completing on schedule: Excellent X__ Good _ Satisfactory __Poor _

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X__ Good ____ Satisfactory _____Poor _

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X__ Good ____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X_____ No____

Signature: _____

Printed Name: DANIEL ALVAREZ

Date: January 19, 2024

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 3E Logistics of TX, LLC

Reference Company Name: Castle Enterprises, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Christopher Castillo

Printed Name: Christopher Castillo

Date: 1/23/2024

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 3E Logistics of TX, LLC

Reference Company Name: Gonzalez Enterprises, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Nick Gonzalez

Printed Name: Nicholas Gonzalez

Date: 1/23/2024

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	3E Logistics of TX, LLC		
Corporate Office			
Name:	Eli Gonzalez	Phone number:	(956) 587-2972
Title:	Owner	Email address:	3elogistics.tx@gmail.com
Business address of corporate office:	3309 W. Alberta Edinburg, TX 78539		
Local Office same			
Name:		Phone number:	956-587-2972
Title:		Email address:	3elogistics.tx@gmail.com
Business address of local office:	3309 W. Alberta Edinburg, TX 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2020	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Eli Gonzalez	Title:	Owner
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 100%
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☒ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	N/A			N/A			N/A		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants National Bonding, Inc
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	P.O Box 14498 Des Moines, IA 50306-3498

Physical Address (principal place of business):	500 N. Central Expressway, Suite 550 Plano, TX 7~~5074~~4		
Phone (main):	9723313716	Phone (claims):	1800-678-8171

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Co	Commercial, General Liability
Progressive	Automobile Liability
Workers Compesation	Texas Mutual Insurance Company
Excess Liability	Kinsale Insurance
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No

Mailing Address (principal place of business):	James E. Capt & Associates LLC P.O Box 126 San Juan, TX 78589		
Physical Address (principal place of business):			
Phone (main):	(956) 787-4989	Phone (claims):	(800) 887-4989

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	14
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			30 yrs	
As a general contractor:	20	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 3E Logistics of TX, LLC
(typed or printed ~~name of~~ organization)

By: [signature]
(individual's signature)

Name: Eli Gonzalez
(typed or printed)

Title: Owner
(typed or printed)

Date: 1/23/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Cynthia Tijerina
(individual's signature)

Name: Cynthia Tijerina
(typed or printed)

Title: Office Manager
(typed or printed)

Address for giving notices:
P.O Box 487
Port Isabel TX, 78578

Designated Representative:

Name: Cynthia Tijerina
(typed or printed)

Title: office Manager
(typed or printed)

Address: P.O Box 487
Port Isabel, TX 78578

Phone: (956) 638. 1992

Email: cyndi.3elogistics.tx@gmail.com

Schedule A—Current Projects

Name of Organization					
Project Owner	City of Mcallen		Project Name	Anzalduas U.S Land Port of Entry	
General Description of Project	Excavation of dirt pads and replacement of select fill				
Project Cost	2.8 Million		Date Project	March 2023 - Present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jaime Gonzalez	Jesse Saenz	Jaime Gonzalez	Jaime Gonzalez	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mcallen			(956) 681-1045	
Designer					
Construction Manager					

Project Owner	Origo Works LTD		Project Name	Resaca Village	
General Description of Project	Utilities, site work, paving, concrete foundations				
Project Cost	1.1 Million		Date Project	Nov. 2023 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dana Garcia	Isaac Esquivel	Jaime Gonzalez	Jaime Gonzalez	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Origo Works			(956) 338-3704	
Designer					
Construction Manager					

Project Owner	HIDALGO DD#1		Project Name	Edinburg North Main Drainage	
General Description of Project	Excavation Hauling & disposal of spoils				
Project Cost	1,150,000.00		Date Project	July 2023 - Present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Juan Cantu	Robert Guerra	Jay Gonzalez	Jay Gonzalez	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo DD#1			(956) 292-7080	
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	HCDDI Mission Inlets Balboa Estates			
Project Owner	HCDDI	Project Name	HCDDI Mission Inlets Balboa Estates	
General Description of Project	hauling and disposal of dirt			
Project Cost	453,000.00	Date Project	February 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Esaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	HCDDI	Project Name	HCDDI Jackson Drainage Improvements	
General Description of Project	hauling and disposal of dirt			
Project Cost	370,000.00	Date Project	August 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	City of Los Indios	Project Name	City of Los Indios, Veterans Park Improvements	
General Description of Project	hauling, concrete works, drainage			
Project Cost	60,000.00	Date Project	2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Los Indios			(956) 399-4255	
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Edinburg		Project Name	Schunior Detention Pond Phase II	
General Description of Project	hauling & disposal of soil				
Project Cost	$241,600.00		Date Project	July 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg			(956) 388-8204	
Designer					
Construction Manager					

Project Owner	HCDDI		Project Name	HCDDI South Lateral Drainage Improvement	
General Description of Project	Hauling and disposal of dirt				
Project Cost	1,960,000.00		Date Project	June 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jaime Gonzalez	Jay Gonzalez	Jay Gonzalez	Jay Gonzalez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	Origo Works LTD		Project Name	Trenton Plaza, Edinburg, TX	
General Description of Project	excavation, select fill, concrete works, drainage.				
Project Cost	750,000.00		Date Project	Nov. 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Isaac Esquivel	David Garcia	Jay Gonzalez	Jay Gonzalez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Origo Works LTD			(956) 338-3704	
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Jaime Gonzalez		
Years of experience as project manager	18		
Years of experience with this organization	2		
Number of similar projects as project manager	20		
Number of similar projects in other positions	20		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land Port of Entry		100%	April 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual	Jesse Saenz		
Years of experience as project superintendent	4		
Years of experience with this organization	1		
Number of similar projects as project superintendent	6		
Number of similar projects in other positions	6		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land Port of Entry		100%.	April 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises, LLC	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	Superintendent	Candidate's role on project	

Safety Manager	
Name of individual Jaime Gonzalez	
Years of experience as project manager 5	
Years of experience with this organization 2	
Number of similar projects as project manager 4	
Number of similar projects in other positions 4	

Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land POA of Entry	100%.	April 2024

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)

Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	Safety Manager	Candidate's role on project	

Quality Control Manager Jaime Gonzalez	
Name of individual	
Years of experience as project superintendent 5	
Years of experience with this organization 2	
Number of similar projects as project superintendent 4	
Number of similar projects in other positions 4	

Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land Port of Entry	100%.	April 2024

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)

Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises, LLC	Organization	
Telephone	(956) 587-2972	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	QCM	Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23rd day of January, 2024

3E Logistics of TX, LLC
Name of Bidder

Signature of Bidder

Owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
water Truck	✓	
770 G Motorgrader	✓	
670 G Motorgrader	✓	
210 G Excavator	✓	
924 Loader	✓	
544 Loader	✓	
1 Pad Foot Roller	✓	
2 Smooth Roller	✓	
4 310 Backhoe	✓	
1 410 Backhoe	✓	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
CAPA	Asphalt, pipe
ACT Pipe & Supply	Water, sewer, storm
Martin Marietta	Caliche
Royal Ready Mix	pipe, Boxes

Executed this: 23rd Day of : January 20. 24

By: Eli Gonzalez
BIDDER

Title: Owner

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: 23rd day of January, 2024

Cynthia Tijerina
NOTARY PUBLIC

END OF SECTION

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

3E Logistics of Tx, LLC

P.O Box 487

Port Isabel, Texas 78578

January 23, 2024

The undersigned party certifies that 3E Logistics of Tx, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Eli Gonzalez

Printed name

Signature

Owner

Position

1/23/2024

Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Eli Gonzalez, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

3E Logistics of TX, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/23/2024.
[Date]

Cynthia Tijerina
Notary Public in and for the State of TEXAS

Cynthia Tijerina
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 03-08-2025
[Expiration Date]

END OF DOCUMENT

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: 3E Logistics of TX, LLC
Mailing Address: 3309 W. Alberta, Edinburg, TX 78539

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Eli Gonzalez
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/2024
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

3E Logistics of TX, LLC
[Typed Name of Company:]

Eli Gonzalez, Owner
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ZUDQECWCCM5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SAM.GOV

Entity Workspace Results 1 Total Results

3e Logistics of TX , LLC

Unique Entity ID: ZYUDQECWCCM5

CAGE/NCAGE: 99Z79

Entity Status: Active Registration

Doing Business As:

Physical Address:
2009 Priscilla Ln
Edinburg , TX
78539-5902 USA

Expiration Date:
Apr 12, 2024

Purpose of Registration:
All Awards

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
3E Logistics of TX, LLC	11/23/2024
Signature of Authorized Certifying Official	**Title**
	Owner

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1/23/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1/23/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, owner

Authorized Signatory: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 3E Logistics of TX, LLC

Address and Zip Code: P.O Box 487, Port Isabel, TX 78578

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land Port of Entry
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land Port of Entry
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Eli Gonzalez, owner

(Name and Title of Signer – please type)

Signature

1/23/2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 3E Logistics of TX, LLC PROJECT #: C-317-23

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

3E Logistics of TX, LLC
P.O Box 487
Port Isabel, TX 78578

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

_____ Yes ✓ No

Eli Gonzalez, Owner

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/23/2024

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Eli Gonzalez

Title of Contractor's Authorized Official: Owner

Date: 1/23/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eli Gonzalez — NAME

Owner — TITLE

SIGNATURE

1/23/2024 — DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of 3E Logistics of TX, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 1/23/2024

Title: Owner Notary: _____

(Apply Notary Seal)

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

(Print or type names under all signatures)

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR
DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Drainage Improvement Date: 1/23/2024

Location: Edinburg, TX Project No.: # C-317-23

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Cynthia Tijerina, whose signature appears below, to supervise the payment

of (my) (our) employees beginning 1/23, 2024: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

Cynthia Tijerina — (Signature of Appointee)

3E Logistics of TX, LLC — (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

	Owner (Title)
(Signature)	(Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Revised January 2019

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Edinburg

Project Number #C-317-23

Contractor/Engineer 3E Logistics of TX, LLC

Address, City, State, and Zip 3309 W. Alberta Rd, Edinburg, TX 78539

Contact Person Eli Gonzalez Telephone No (956) 587-2972

Amount of Contract _____ MBE Percentage 100% WBE Percentage: _____

1. MBE ✓ Subcontractor 3E Logistics of TX, LLC

   WBE _____ Address, City, State, Zip Edinburg, TX 78539

   Contact Person Eli Gonzalez

   Amount of Subcontract _____ Tax ID Number 83-1336703

   Scope Of Work sitework, utilities, concrete work

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts

The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down

The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language

The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
>
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/23/2024

Signature: _____

Company Name: 3E Logistics of TX, LLC

Title: Owner

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

3E Logistics of TX, LLC
803070490

[formerly: 3E Logistics, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/04/2020

Effective: 05/04/2020

Ruth R. Hughs
Secretary of State

Phone: (512) 463-5555
Prepared by: Andy Perales

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE SALINAS
PHONE (A/C, No, Ext): (800)887-4989 Ext. FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE CO	
INSURER B : PROGRESSIVE	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D : KINSALE INSURANCE CO	
INSURER E : GREAT AMERICAN INSURANCE	
INSURER F :	

INSURED
3E LOGISTICS OF TX, LLC
2009 PRISCILLA LN
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			0100260916-0	09/28/23	09/28/24	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			03880115	07/20/23	07/20/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100249173-1	09/28/23	09/28/24	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002082204	08/20/23	08/20/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	INLAND MARINE			IMPF057679-00-00	07/19/23	07/19/24	RENT/LEASED COVERAG	500,000
							DEDUCTIBLE	1,000
							SCHEDULED EQUIP	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Edinburg Drainage Improvements
Project #C-317-23
Brennaaleen Cedar Drainage Improvements Project Phases I &II

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR

EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
1/23/2024

Company/Vendor Name:
3E Logistics of TX, LLC

Printed Name and Title:
Eli Gonzalez. Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 3E Logistics of TX, LLC
(Full, correct legal name)

- Address: P.O Box 487
Port Isabel, TX 78578
- Telephone/Fax: (956) 587-2972
- Email address: 3elogistics.tx@gmail.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. 14

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: Eli Gonzalez
Address: P.O Box 487, Port Isabel, TX 78578
Telephone: (956) 587-2972
Fax: _____
Email: 3elogistics.tx@gmail.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, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/25/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/25/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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.*

Eli Gonzalez

SIGNATURE OF COMPANY REPRESENTATIVE:

Eli Gonzalez Owner

TYPE/PRINT NAME AND TITLE:

1/23/2024

DATE:

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.**

N/A

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 N/A

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 N/A

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

N/A

Signature of vendor doing business with the governmental entity

1/23/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS

#1-7 Reference For: 3E LOGISTICS LLC

Reference Company Name: ORIGO WORKS LTD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes X__ No____

4. Contractor's history of completing on schedule: Excellent X__ Good _ Satisfactory __Poor _

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X__ Good ____ Satisfactory _____Poor _

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X__ Good ____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X_____ No____

Signature: _____

Printed Name: DANIEL ALVAREZ

Date: January 19, 2024

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 3E Logistics of TX, LLC

Reference Company Name: Castle Enterprises, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Christopher Castillo

Printed Name: Christopher Castillo

Date: 1/23/2024

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: 3E Logistics of TX, LLC

Reference Company Name: Gonzalez Enterprises, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Nick Gonzalez

Printed Name: Nicholas Gonzalez

Date: 1/23/2024

BID BOND (PENAL SUM FORM)

Bidder Name: 3E Logistics of TX, LLC Address *(principal place of business)*: P.O. Box 487 Port Isabel, TX 78578	**Surety** Name: Merchants National Bonding, Inc. Address *(principal place of business)*: P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Edinburg Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: 2024-06 Brennaaleen Drainage Improvements Phase 1 Bid Due Date: [1/23/2024]

Bond

Penal Sum: [Five Percent of the Greatest Amount Bid, ($ 5% G.A.B.)]

Date of Bond: [January 23, 2024]

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
3E Logistics of TX, LLC *(Full formal name of Bidder)*	Merchants National Bonding, Inc. *(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: [signature] *(Signature) (Attach Power of Attorney)*
Name: Eli Gonzalez *(Printed or typed)*	Name: Neira Hernandez *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: [signature] *(Signature)*	Attest: Debra Robinson *(Signature)*
Name: Cynthia Tijerina *(Printed or typed)*	Name: Debra Robinson *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of January , 2024 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	3E Logistics of TX, LLC		
Corporate Office			
Name:	Eli Gonzalez	Phone number:	(956) 587-2972
Title:	Owner	Email address:	3elogistics.tx@gmail.com
Business address of corporate office:	3309 W. Alberta Edinburg, TX 78539		
Local Office same			
Name:		Phone number:	956-587-2972
Title:		Email address:	3elogistics.tx@gmail.com
Business address of local office:	3309 W. Alberta Edinburg, tx 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2020	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Eli Gonzalez	Title:	Owner
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ 100%
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☒ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	N/A			N/A			N/A		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants National Bonding, Inc
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	P.O Box 14498 Des Moines, IA 50306-3498

Physical Address (principal place of business):	500 N. Central Expressway, Suite 550 Plano, TX 7~~5074~~4		
Phone (main):	9722331376	Phone (claims):	1800-678-8171

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Kinsale Insurance Co	Commercial General Liability
Progressive	Automobile Liability
Workers Compesation	Texas Mutual Insurance Company
Excess Liability	Kinsale Insurance
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No

Mailing Address (principal place of business):	James E. Capt & Associates LLC P.O Box 126 San Juan, TX 78589		
Physical Address (principal place of business):			
Phone (main):	(956) 787-4989	Phone (claims):	(800) 887-4989

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	14
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				30 yrs
As a general contractor:	20	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: 3E Logistics of TX, LLC
(typed or printed ~~name of~~ organization)

By: [signature]
(individual's signature)

Name: Eli Gonzalez
(typed or printed)

Title: Owner
(typed or printed)

Date: 1/23/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Cynthia Tijerina
(individual's signature)

Name: Cynthia Tijerina
(typed or printed)

Title: Office Manager
(typed or printed)

Address for giving notices:
P.O Box 487
Port Isabel TX, 78578

Designated Representative:

Name: Cynthia Tijerina
(typed or printed)

Title: office Manager
(typed or printed)

Address:
P.O Box 487
Port Isabel, TX 78578

Phone: (956) 638. 1992

Email: cyndi.3elogistics.tx@gmail.com

CITY OF EDINBURG

Schedule A—Current Projects

Name of Organization				
Project Owner	City of Mcallen	Project Name	Anzalduas U.S Land Port of Entry	
General Description of Project	Excavation of dirt pads and replacement of select fill			
Project Cost	2.8 Million	Date Project	March 2023 - Present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Jesse Saenz	Jaime Gonzalez	Jaime Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mcallen			(956) 681-1045	
Designer					
Construction Manager					

Project Owner	Origo Works LTD	Project Name	Resaca Village	
General Description of Project	Utilities, site work, paving, concrete foundations			
Project Cost	1.1 Million	Date Project	Nov. 2023 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	David Garcia	Isaac Esquivel	Jaime Gonzalez	Jaime Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Origo Works			(956) 338-3704	
Designer					
Construction Manager					

Project Owner	HIDALGO DD#1	Project Name	Edinburg North Main Drainage	
General Description of Project	Excavation Hauling & disposal of spoils			
Project Cost	1,150,000.00	Date Project	July 2023 - Present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Juan Cantu	Robert Guerra	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo DD#1			(956) 292-7080	
Designer					
Construction Manager					

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization	HCDDI Mission Inlets Balboa Estates			
Project Owner	HCDDI	Project Name	HCDDI Mission Inlets Balboa Estates	
General Description of Project	hauling and disposal of dirt			
Project Cost	453,000.00	Date Project	February 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Esaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	HCDDI	Project Name	HCDDI Jackson Drainage Improvements	
General Description of Project	hauling and disposal of dirt			
Project Cost	370,000.00	Date Project	August 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	City of Los Indios	Project Name	City of Los Indios, Veterans Park Improvements	
General Description of Project	hauling, concrete works, drainage			
Project Cost	60,000.00	Date Project	2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Los Indios			(956) 399-4255	
Designer					
Construction Manager					

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner	City of Edinburg	Project Name	Schunior Detention Pond Phase II	
General Description of Project	hauling & disposal of soil			
Project Cost	$ 241,600.00	Date Project	July 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Isaac Esquivel	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg			(956) 388-8204	
Designer					
Construction Manager					

Project Owner	HCDDI	Project Name	HCDDI South Lateral Drainage Improvement	
General Description of Project	Hauling and disposal of dirt			
Project Cost	1,900,000.00	Date Project	June 2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jaime Gonzalez	Jay Gonzalez	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	HCDDI			(956) 292-7080	
Designer					
Construction Manager					

Project Owner	Origo Works LTD	Project Name	Trenton Plaza, Edinburg, TX	
General Description of Project	excavation, select fill, concrete works, drainage.			
Project Cost	750,000.00	Date Project	Nov. 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Isaac Esquivel	David Garcia	Jay Gonzalez	Jay Gonzalez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Origo Works LTD			(956) 338-3704	
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Jaime Gonzalez		
Years of experience as project manager	18		
Years of experience with this organization	2		
Number of similar projects as project manager	20		
Number of similar projects in other positions	20		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land PoA of Entry		100%	April 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual	Jesse Saenz		
Years of experience as project superintendent	4		
Years of experience with this organization	1		
Number of similar projects as project superintendent	6		
Number of similar projects in other positions	6		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Anzalduas U.S Land Port of Entry		100%.	April 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises, LLC	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	Superintendent	Candidate's role on project	

Safety Manager			
Name of individual	Jaime Gonzalez		
Years of experience as project manager	5		
Years of experience with this organization	2		
Number of similar projects as project manager	4		
Number of similar projects in other positions	4		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Anzalduas U.S Land Port of Entry	100%.	April 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises	Organization	
Telephone	(956) 587-1971	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	Safety Manager	Candidate's role on project	
Quality Control Manager	Jaime Gonzalez		
Name of individual			
Years of experience as project superintendent	5		
Years of experience with this organization	2		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	4		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Anzalduas U.S Land Port of Entry	100%.	April 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nicholas Gonzalez	Name	
Title/Position	CFO	Title/Position	
Organization	Gonzalez Enterprises, LLC	Organization	
Telephone	(956) 587-2972	Telephone	
Email	nick@gonzalezenterprises.net	Email	
Project	ECISD New High School	Project	
Candidate's role on project	QCM	Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23rd day of January, 2024

3E Logistics of TX, LLC
Name of Bidder

Signature of Bidder

Owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Water Truck	✓	
770 G Motorgrader	✓	
670 G Motorgrader	✓	
210 G Excavator	✓	
924 Loader	✓	
544 Loader	✓	
1 Pad Foot Roller	✓	
2 Smooth Roller	✓	
4 310 Backhoe	✓	
1 410 Backhoe	✓	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
CAPA	Asphalt, pipe
ACT Pipe & Supply	Water, sewer, storm
Martin Marietta	Caliche
Royal Ready Mix	pipe, Boxes

Executed this: 23rd Day of : January 20. 24

By: Eli Gonzalez
BIDDER

Title: Owner

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: 23rd day of January, 2024

Cynthia Tijerina
NOTARY PUBLIC

END OF SECTION

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

3E Logistics of Tx, LLC

P.O Box 487

Port Isabel, Texas 78578

January 23, 2024

The undersigned party certifies that 3E Logistics of Tx, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Eli Gonzalez

Printed name

Signature

Owner

Position

1/23/2024

Date

BID BOND (PENAL SUM FORM)

Bidder Name: 3E Logistics of TX, LLC Address *(principal place of business)*: P.O. Box 487 Port Isabel, TX 78578	**Surety** Name: Merchants National Bonding, Inc. Address *(principal place of business)*: P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Edinburg Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: 2024-06 Brennaaleen Drainage Improvements Phase 1 Bid Due Date: [1/23/2024]

Bond

Penal Sum: [Five Percent of the Greatest Amount Bid, ($ 5% G.A.B.)]

Date of Bond: [January 23, 2024]

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
3E Logistics of TX, LLC *(Full formal name of Bidder)*	Merchants National Bonding, Inc. *(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: [signature] *(Signature) (Attach Power of Attorney)*
Name: Eli Gonzalez *(Printed or typed)*	Name: Neira Hernandez *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: [signature] *(Signature)*	Attest: Debra Robinson *(Signature)*
Name: Cynthia Tijerina *(Printed or typed)*	Name: Debra Robinson *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of January , 2024 .

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

BID BOND (PENAL SUM FORM)

Bidder Name: 3E Logistics of TX, LLC Address *(principal place of business)*: P.O. Box 487 Port Isabel, TX 78578	**Surety** Name: Merchants National Bonding, Inc. Address *(principal place of business)*: P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Edinburg Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: 2024-06 Brennaaleen Drainage Improvements Phase 1 Bid Due Date: [1/23/2024]

Bond

Penal Sum: [Five Percent of the Greatest Amount Bid, ($ 5% G.A.B.)]

Date of Bond: [January 23, 2024]

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
3E Logistics of TX, LLC *(Full formal name of Bidder)*	Merchants National Bonding, Inc. *(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: [signature] *(Signature) (Attach Power of Attorney)*
Name: Eli Gonzalez *(Printed or typed)*	Name: Neira Hernandez *(Printed or typed)*
Title: Owner	Title: Attorney-in-Fact
Attest: [signature] *(Signature)*	Attest: [signature] *(Signature)*
Name: Cynthia Tijerina *(Printed or typed)*	Name: Debra Robinson *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of January , 2024 .

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Eli Gonzalez, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

3E Logistics of TX, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1/23/2024.
[Date]

Cynthia Tijerina
Notary Public in and for the State of TEXAS

Cynthia Tijerina
[Print or type Notary Public name]

[Notary Seal] My Commission Expires: 03-08-2025
[Expiration Date]

END OF DOCUMENT

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: 3E Logistics of TX, LLC
Mailing Address: 3309 W. Alberta, Edinburg, TX 78539

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Eli Gonzalez
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1|23|2024
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

3E Logistics of TX, LLC

[Typed Name of Company:]

Eli Gonzalez, Owner

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/2024

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ZUDQECWCCM5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SAM.GOV

Entity Workspace Results 1 Total Results

3e Logistics of TX , LLC

Unique Entity ID: ZYUDQECWCCM5

CAGE/NCAGE: 99Z79

Entity Status: Active Registration

Doing Business As:

Physical Address:
2009 Priscilla Ln
Edinburg , TX
78539-5902 USA

Expiration Date:
Apr 12, 2024

Purpose of Registration:
All Awards

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
3E Logistics of TX, LLC	1/23/2024
Signature of Authorized Certifying Official	**Title**
	Owner

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1/23/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez

Authorized Signatory:

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1/23/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, owner

Authorized Signatory: [signature]

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 3E Logistics of TX, LLC

Address and Zip Code: P.O Box 487, Port Isabel, TX 78578

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land Port of Entry

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land Port of Entry

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief. Eli Gonzalez, Owner

(Name and Title of Signer – please type)

Signature

1/23/2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 3E Logistics of TX, LLC PROJECT #: C-317-23

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

3E Logistics of TX, LLC
P.O Box 487
Port Isabel, TX 78578

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

_____ Yes ✓ No

Eli Gonzalez, Owner

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/23/2024

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Eli Gonzalez

Title of Contractor's Authorized Official: Owner

Date: 1/23/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eli Gonzalez
NAME

Owner
TITLE

SIGNATURE

1/23/2024
DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of 3E Logistics of TX, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 1/23/2024

Title: Owner Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR
DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Cedar Drainage Improvement Date: 1/23/2024

Location: Edinburg, TX Project No.: #C-317-23

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Cynthia Tijerina, whose signature appears below, to supervise the payment

of (my) (our) employees beginning 1/23, 2024: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

Cynthia Tijerina — (Signature of Appointee)

3E Logistics of TX, LLC — (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

	Owner (Title)
(Signature)	(Title)
(Signature)	(Title)
(Signature)	(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

Revised January 2019

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Edinburg

Project Number #C-317-23

Contractor/Engineer 3E Logistics of TX, LLC

Address, City, State, and Zip 3309 W. Alberta Rd, Edinburg, TX 78539

Contact Person Eli Gonzalez Telephone No (956) 587-2972

Amount of Contract ✓ MBE Percentage 100% WBE Percentage: _____

1. MBE ✓ Subcontractor 3E Logistics of TX, LLC

   WBE _____ Address, City, State, Zip Edinburg, TX 78539

   Contact Person Eli Gonzalez

   Amount of Subcontract _____ Tax ID Number 83-1336703

   Scope Of Work sitework, utilities, concrete work

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts

The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down

The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language

The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
>
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1/23/2024

Signature: _____

Company Name: 3E Logistics of TX, LLC

Title: Owner

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every

employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no

person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under

its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other

disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56 **	
Excavator, over 50,000 lbs.	$ 15.23 **	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69 **	
Front End Loader, 3 CY or less	$ 13.49 **	
Loader/Backhoe	$ 12.77 **	
Mechanic	$ 15.47 **	
Milling Machine	$ 14.64 **	
Motor Grader Operator, Rough	$ 14.62 **	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07 **	
Servicer	$ 12.34 **	
Steel Worker (Reinforcing)	$ 14.07 **	
TRUCK DRIVER		
Lowboy-Float	$ 13.63 **	
Single Axle	$ 10.82 **	
Single or Tandem Axle Dump	$ 14.53 **	
Tandem Axle Tractor with Semi Trailer	$ 12.12 **	
WELDER	$ 14.02 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

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

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Contract Provisions

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

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]

Contractor’s Guide to Prevailing Wage Requirements

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (*name and address of requesting agency)*

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

6. WAGE DECISION NO. (include modification number, if any)

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206
Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)

2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.

3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)

4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22hours. (18 x $6.45 = $116.10 earned this project, $239.30 gross amount earned all projects.)

5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives $5.90 per hour, an additional $0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. $5.90 (wage rate) plus $0.66 (fringe) - $6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.

6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.

7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)

8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.

10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.

11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.

12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. Number Wage Restituion | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR [x] OR SUBCONTRACTOR [ ]: ACES CONSTRUCTION COMPANY, INC.

ADDRESS: 1776 America Street; Anytown, Montana 59604

PAYROLL NO: #1 (Show # and FINAL at end)

FOR WEEK ENDING: July 4, 1983

PROJECT AND LOCATION: Happy Valley Manor - Anytown, MT 59604

PROJECT OR CONTRACT NO.: 101-35075-PM-WAH-18

	(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 28	M 29	T 30	W 1	TH 2	F 3	S 4	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE W/H	VAC FUND	* OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
(1)					HOURS WORKED EACH DAY																
(2)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O		2	2	1		1		6	10.95	** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.							
				S		8	8	8	8	8		40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O															Ins.		
				S		8	8	8	8		8	40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																
				S	4	4	6	2	8	8		18 22	6.45	116.10 239.30	10.59	48.00	7.00			65.59	173.71
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																
				S		8	8	8		8		32	6.56	209.92	-- Fringe Benefits Paid in Cash						
	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																	
				S		8	8	8		8		32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan						
(6)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																
				S		4	7		8			19	4.95	94.05							
	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O										123.90							
				S		4	1	8		8		21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45
(7)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																
				S		8	8	8	8	8		40									
(8)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																
				S		8	8		8	8		32	4.02	128.64	5.00	8.00	2.00			15.00	113.64

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party), Bookkeeper (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company (Contractor or Subcontractor) on the Happy Valley Manor (Building of work)

101-35075 ; that during the payroll period commencing on the 28th day of June, 19 83 and ending the 4th day of July 19 83, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

***** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.**

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

CONFIDENTIAL

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck $_____.

*This is for item number as shown below:

Repayment of

1. Loan
2. Retirement
3. Advance on Wages
4. Savings
5. Saving Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues

*This deduction is to be made:

Check Appropriate Box	
	One Time Only
	Weekly
	Bi-Weekly
	For _____Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.

2. Bona fide payment of wages without discount of interest.

3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.

4. The purchase price of United States Notes, Stamps and Bonds.

5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.

6. Contributions to a Federal Government or quasi-governmental agency.

7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.

8. Contributions to the Red Cross and Community Chests.

9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

CITY OF EDINBURG
GRANT ADMINISTRATION DEPARTMENT
415 W. UNIVERSITY DRIVE, SUITE F
EDINBURG, TEXAS 78541
PHONE: (956) 388-8206

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

CITY OF EDINBURG
GRANT ADMINISTRATION DEPARTMENT
415 W. UNIVERSITY DRIVE, SUITE F
EDINBURG, TEXAS 78541
PHONE: (956) 388-8206

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 SPA REV 10/17

Job Safety and Health

It's the law!

OSHA®

Occupational Safety and Health Administration
U.S. Department of Labor











EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –
The Best Resource for Safety and Health

Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)
www.osha.gov

OSHA 3165-12-06R

Seguridad y Salud en el Trabajo

¡Es la Ley!

OSHA®

Administración de Seguridad y Salud Ocupacional

Departamento de Trabajo de los EE. UU.











EMPLEADOS:

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realize una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

EMPLEADORES:

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.

Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3167-01-07R

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or		

less.....$ 12.56 **
Excavator, over 50,000 lbs..$ 15.23 **
Foundation Drill, Truck
Mounted.....$ 16.86
Front End Loader Operator,
Over 3 CY.....$ 13.69 **
Front End Loader, 3 CY or
less.....$ 13.49 **
Loader/Backhoe.....$ 12.77 **
Mechanic.....$ 15.47 **
Milling Machine.....$ 14.64 **
Motor Grader Operator,
Rough.....$ 14.62 **
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07 **

Servicer.....$ 12.34 **

Steel Worker (Reinforcing).....$ 14.07 **

TRUCK DRIVER
Lowboy-Float.....$ 13.63 **
Single Axle.....$ 10.82 **
Single or Tandem Axle Dump..$ 14.53 **
Tandem Axle Tractor with
Semi Trailer.....$ 12.12 **

WELDER.....$ 14.02 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

Section 3 Information and Eligibility Requirements



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   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

Section 3 Business Concern Certification

Instructions:

Enter the following information and select the criteria that applies to certify your business's Section 3 Business Concern status.

Business Information

Name of Business: _____

Address of Business: _____

Name of Business Owner: _____

Phone Number: _____ Email: _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number: _____ Email: _____

Type of Business (select from the following options):

☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies and provide required documentation for verification and certification:

☐ At least 51% of the business is owned and controlled by low or very low income persons *(Refer to Eligibility Guidelines document).*

- ○ Most Recent Income Tax Return Statement

☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- ○ Letter of verification from the Public Housing Authority

☐ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers *(Refer to Eligibility Guidelines document).*

- ○ Payroll Hours Log for ALL employees for the prior three-month period; **and**
- ○ Payroll Hours Log for the prior three-month period showing at least 75% of total hours were worked by Section 3 or Targeted Section 3 Workers; **and**
- ○ Section 3 or Targeted Section 3 Self-Certifications for all workers included in the 75% claim

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Edinburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature:_____ Date: _____

Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 Business Concern based upon their certification and documentation provided?

☐**YES** ☐**NO**

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder?
   ☐YES ☐NO

2. Are you a resident of the City of Edinburg?
   ☐YES ☐NO

3. In the field below, select the amount of individual income you believe you earn on an annual basis.

☐ **Less than $10,000**	☐ **$30,001 - $40,000**	☐ **More than $60,000**
☐ **$10,001 - $20,000**	☐ **$40,001 - $50,000**	
☐ **$20,001 - $30,000**	☐ **$50,001 - $60,000**	

Select from *ONE* of the following two options below:

I qualify as a:

☐ Section 3 Worker (as defined below under "Worker Definitions")

☐ Targeted Section 3 Worker (as defined below under "Worker Definitions")

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correctto the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name:_____ Date Hired:_____

Signature:_____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐YES ☐NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐YES ☐NO

Was this an applicant who was hired as a result of the Section 3 project? ☐YES ☐NO

If Yes, what is the name of the company? _____

What was the date of hire?_____

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

City of Edinburg

Section 3 Eligibility Guidelines

Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City of Edinburg	Extremely Low IncomeLimits (30%)	$12,880
	Very Low Income Limits (50%)	$21,350
	Low Income Limits (80%)	$34,100

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

The worker's income must be at or below the amount provided below for an individual (Household of 1) regardless of actual household size.

Worker Definitions

A "Section 3 Worker" is:

- a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); **or**
- employed by a Section 3 business concern; **or**
- a YouthBuild participant.

A "Targeted Section 3 Worker" is:

- employed by a Section 3 business concern or
- currently meets or when hired met at least one of the following categories as documented within the past five years:
  - living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; **or**
  - a YouthBuild participant.

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-06

Brennaaleen Drainage Improvements Phase 1

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Wednesday, January 24, 2024

MOR-WIL, LLC Proposal

CONTACT INFORMATION

Company:
MOR-WIL, LLC

Email:
admin@mor-wil.com

Contact:
Belinda Sanchez

Address:
808 S SHARY RD STE 5 PMB 274
MISSION, TX 78572

Phone:
N/A

Website:
N/A

Submission Date:
Jan 23, 2024 12:25 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 10, 2024 3:23 PM by Belinda Sanchez

Addendum #2
Confirmed Jan 15, 2024 4:49 PM by Belinda Sanchez

QUESTIONNAIRE

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

Please do not upload multiple files.

Mor-Wil_Bid_-_Brennaaleen_Draiange_Improvements_Phase_1_-_1.23.24.pdf

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

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

Pages_from_ACORD_Form_20230925-155720.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE 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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

City_of_Mission_-_B_-_Past_Performance_Evaluation_(1).pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

C-_Bid_Bond_Section_01311.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications_-_Mor-Wil.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications..pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430..pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_form.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

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

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615..pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645..pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644..pdf

6. CDBG Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER, VERIFYING AN ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD.*
Please download, complete and upload the document below.

- SAM Registration and Activa...

Sam.pdf

PLEASE REVIEW AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND UPLOAD HERE.*
Fail

Please download, complete and upload the document below.

- Debarment and Suspension Ce...

Debarment_and_Suspension_Certificate..pdf

PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- Conflict of Interest- Summa...

conflict_of_instrest_summary_of_rules_.pdf

PLEASE REVIEW AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- CDBG_Affidavit.pdf

CDBG_Affidavit..pdf

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

Please download, complete and upload the document below.

- Equal_Employment_Opportunit...

Equal_Employment_Opportunity_Certification..pdf

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

Please download, complete and upload the document below.

- Equal_Opportunity_Employer-...

Equal_Opportunity_Employer-Subcontractor..pdf

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

Please download, complete and upload the document below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_._..pdf

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

Please download, complete and upload the document below.

- Non-Lobbying_Activities.pdf

Non-Lobbying_Activities...pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE. THIS DOCUMENT MUST BE NOTARIZED.*
Fail

Please download, complete and upload the document below.

- Non-Collusion_Affidavit.pdf

Non-Collusion_Affidavit...pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT IN ACCORDANCE WITH DAVIS-BACON AND RELATED ACTS, UPLOAD HERE.*
Pass

Please download, complete and upload the document below.

- Certificate_Designating_Sup...

Certificate_Designating_Supervise_Payment...pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Pass

Please download, complete and upload the document below.

- Minority_and_Womens_Busines...

Minority_and_Womens_Business.pdf

PLEASE FILL OUT, SIGN, AND UPLOAD THE BUY AMERICA REQUIREMENTS FORM.*

Pass

Please download, complete and upload the document below.

- BuyAmerica_Form.pdf

BuyAmerica_Form_..pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL CONTRACT PROVISIONS.
Pass

Please review document for project regulatory compliance.

- Federal_Contract_Provisions...

Federal_Contract_Provisions.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL REGISTER APPENDIX II.
Pass

Please review document for project regulatory compliance.

- Federal_Register_2_CFR_PART...

Federal_Register_2_CFR_PART_200-Appendix_II.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE THE APPLICABLE LABOR WAGE DECISION DOCUMENT.
Pass

Please review document for project regulatory compliance. This document must be posted at job site when project is underway.

- Wage_Decision_TX_20230003.pdf

Wage_Decision_TX_20230003.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE LABOR STANDARDS REGULATIONS.
Pass

Please review document for project regulatory compliance.

- Title_29_Labor_Regulations.pdf

Title_29_Labor_Regulations.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS.*
Pass

Please review document for project regulatory compliance.

- Davis_Bacon_Labor_Standards...

Davis_Bacon_Labor_Standards_Information.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE REQUIRED JOB SITE BULLETIN BOARD POSTERS.
Pass

Please review document for project regulatory compliance. These documents must be posted at job site when project is underway.

- Jobsite_Posters_Required.pdf

Jobsite_Posters_Required.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE SECTION 3 ELIGIBILITY REQUIREMENTS.*
Pass

Please review document for project regulatory compliance.

- Section_3_Information_and_E...

Section_3.pdf

PRICE TABLES

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$14,450.00	$14,450.00
2	Traffic Control	1	LS	$25,500.00	$25,500.00
3	Manhole	10	EA	$6,044.69	$60,446.90
4	Type A Inlet w/Extension	6	EA	$4,814.40	$28,886.40
5	Type A Inlet w/2 Extensions	1	EA	$8,535.70	$8,535.70
6	36" R.C.P. Class V Rubber Gasket	90	LF	$268.07	$24,126.30
7	36" R.C.P. Class III Rubber Gasket	434	LF	$176.28	$76,505.52
8	30" R.C.P. Class III Rubber Gasket	237	LF	$131.27	$31,110.99
9	24" R.C.P. Class III Rubber Gasket	143	LF	$99.86	$14,279.98
10	18" R.C.P. Class III Rubber Gasket	625	LF	$80.00	$50,000.00
11	36" Jack Boring	80	LF	$775.54	$62,043.20
12	24" Jack Boring	50	LF	$584.80	$29,240.00
13	Concrete Rip-Rap @ 6"	17	CY	$580.00	$9,860.00
14	Excavation and Hauling	21,700	CY	$9.40	$203,980.00
15	SW3P Plan & Implementation	1	LS	$25,500.00	$25,500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Prep ROW and Brush Clearing	3.5	AC	$3,642.86	$12,750.01
17	Removal of R.C.P	103	LF	$24.76	$2,550.28
18	Removal of Curb Inlet	1	EA	$850.00	$850.00
19	Trench Protection	827	LF	$7.19	$5,946.13
20	Stabilized Backfill	411	CY	$49.64	$20,402.04
21	Outfall Trash Rack	1	EA	$12,750.00	$12,750.00
22	Project Sign (4'x8')	1	EA	$765.00	$765.00
TOTAL					**$720,478.45**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	$64.77	$55,248.81
2	Remove and Replace Wood Fence	120	LF	$68.00	$8,160.00
3	Remove Curb & Gutter	132	LF	$40.80	$5,385.60
TOTAL					**$68,794.41**

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES - Not Used

1.03 DEFINTIONS - Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT - Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid)

Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 16th day of January, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Brennaleen Drainage Improvements Phase 1

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

_____

Mor-Wil, LLC
Principal

By A. Garza

Attest:

_____

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil,LLC
(Full, correct legal name)

- Address: 808 S. Shary Rd., Ste. 5, PMB 274
  Mission, Texas 78572
- Telephone/Fax: 956-456-0628
- Email address: albert.garza03@yahoo.com or admin@mor-wil.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? Mission 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?

_____ (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: Albert Garza
Address: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572
Telephone: 956-456-0628
Fax: N/A
Email: albert.garza03@yahoo.com

8. Surety Information

Merchants Bonding Company

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.
None
_____
_____

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - 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: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza

Authorized Signatory: A. Garza

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.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 A. Garza

Signature of vendor doing business with the governmental entity

1.23.24

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.

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23 day of JANUARY, 20 24.

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
Name of Bidder

A. garza
Signature of Bidder

Authorized Signatory
Title of Signatory

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572		
Local Office			
Name:	Same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☑ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. Prisciliano Gracia		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer. N/A			
Date Business was formed:	April 2005	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:	Belinda Sanchez	Title:	Administrative Assistant
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	n/a		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Osha 10	360 Training	
OSHA 30	360 Training	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
see attached									

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	yes
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES, Iowa 50306

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Physical Address (principal place of business):			
Phone (main):	800-678-8171	Phone (claims):	

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
General Security Indemnity Co of Arizona	09/19/2023-09/19/2024
National Liability & Fire Ins. CO	09/19/2023-09/19/2024
United Speciaity Insurance Company	09/19/2023-09/19/2024
Texas Mutual Ins.	09/19/2023-09/19/2024
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	see attached		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	80
Estimate of revenue for the current year:	3Million
Estimate of revenue for the previous year:	5 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	0	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A. Garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 1.23.24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address:
808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A—Current Projects

Name of Organization	City of Mission				
Project Owner	City of Mission		Project Name	Glasscock (ML06n) Drainage Improvements	
General Description of Project	Drainage Improvements				
Project Cost	$3,712,513.56		Date Project	5/1/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	ARTURO GRACIA	Albert Garza	Belinda Sanchez	Angel Ramos	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JP Terrazas	Engineer	City of Mission		JP Terrazas <jpterrazas@missiontexas.us>
Designer					
Construction Manager					

Project Owner	Hidalgo County Drainage District No1		Project Name	Construction of Cast - In- Place Reinforced Concrete Boxes 7'x7' for Southwest Weslaco - 2018 Bond Referendum Project No. 35	
General Description of Project	Concrete Boxes				
Project Cost	$399,104.71		Date Project	August 28, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Prisciliano Gracia	Albert Garza	Belinda Sanchez	Martin Zamora	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Drainage District No1	Engineer	HCDD#1	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	
Designer					
Construction Manager					

Project Owner	Willacy County Draiange District No. 2		Project Name	Willamar Drain Ditch Improvements South of San Perlita, Tx for Flood Mitigation	
General Description of Project	Drain Ditch Improvements				
Project Cost	1,029,166.17		Date Project	07/19/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Willacy County Draiange District No. 2				
Designer	SWG Engineering, LLC				
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hidalgo County				
Project Owner	Hidalgo County - Purchasing		Project Name	HOEHN STORMWATER PROJECT	
General Description of Project	Stormwater Improvements				
Project Cost	$615,171.07		Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Benito Rodriguez	Albert Garza	Belinda Sanchez	Juan Carlos Ortiz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>		HCDD#1		
Construction Manager					

Project Owner	City of Mission		Project Name	Tulip (ML06m) Drainge Improvements	
General Description of Project	Drainage Improvements				
Project Cost	1,818,646.32		Date Project	11.21.2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	ARTURO GRACIA	Albert Garza	Belinda Sanchez	Angel Ramos	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mission			JP Terrazas <jpterrazas@missiontexas.us>	
Designer					
Construction Manager					

Project Owner	Hidalgo County Drainage District No1		Project Name	MILE 9 N & FM 1015 - PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	
General Description of Project	Drainage Improvements				
Project Cost	1,443,071.37		Date Project	8/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Prisciliano Gracia (OWNER)	Albert Garza	Belinda Sanchez	Ricardo Hernandez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Drainage District No1			"Barrera, Yvette" <yvette.barrera@hcdd1.org>	
Designer					
Construction Manager					

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual	Benito Rodriguez		
Years of experience as project manager	10		
Years of experience with this organization	5		
Number of similar projects as project manager	5		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Drainage Area Improvements for Y Drain Ph I, Tower Road between Rogers and Monte Cristo & Curry Drain and Vlaverde Rd Crossing	60%	4.15.24	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Villarreal	Name	
Title/Position	Inspector	Title/Position	
Organization	HCDD#1	Organization	
Telephone		Telephone	
Email	roberto.villarreal@hcdd1.org	Email	
Project	Y Drain	Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual	Albert Garza		
Years of experience as project superintendent	18		
Years of experience with this organization	18		
Number of similar projects as project superintendent	15		
Number of similar projects in other positions	3		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual	Belinda Sanchez		
Years of experience as project manager	5		
Years of experience with this organization	5		
Number of similar projects as project manager	2		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual	Albert Garza		
Years of experience as project superintendent	18		
Years of experience with this organization	18		
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
See attached		Blue Cat Rantals

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: 23 Day of : January 20. 24

By: Albert Garza a.garza
BIDDER

Title: Authorized Signatory

NOTARY PUBLIC

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2028
Notary ID 132353594

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: Jan. 23, 2024

NOTARY PUBLIC

END OF SECTION

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

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.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Mor-Wil, LLC

Reference Company Name: City of Mission

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

1.23.24

Dear: City of Edinburg

The undersigned party certifies that Mor-Wil, LLC complies with the following criteria:

1. **They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.**

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

3. **They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.**

4. **They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.**

Albert Garza
Printed name

Signature

Authorized Signature
Position in bidding company

1.23.24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A. Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1.23.24.
[Date]

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2028
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: 2.11.2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza Authorized Signatory
[Typed Name and Title of Authorized Representative]

A. Sara
[Signature of Authorized Representative]

1.23.24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC

[Typed Name of Company:]

Albert Garza Authorized Signatory

[Typed Name & Title of Authorized Representative]

A. Garza

[Signature of Authorized Representative]

1.23.24

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Entity Information

MOR- WIL LLC ● Active Registration

Unique Entity ID
GDP8KYB6USG3

Your registration was activated on 2023-11-23. It expires on 2024-11-20, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
A. Sana	1.23.24
Signature of Authorized Certifying Official	Title
Albert Garza	Authorized Signatory

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. **Remedies and Sanctions.**

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza Authorized Signatory

Authorized Signatory: A. Garza

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza Authorized Signatory

Authorized Signatory: A. Garza

Any contractor entering into an agreement with the City in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Mor-Wil, LLC

Address and Zip Code: 808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Albert Garza Authorized Signatory
(Name and Title of Signer – please type)

A. Garza
Signature

1.23.24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Mor-Wil, LLC PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

NONE

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

Albert Garza Authorized Signatory

NAME AND TITLE OF SIGNER (Please type):

A. Garza 1.23.24

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: A. Garza

Name of Contractor's Authorized Official: Albert Garza

Title of Contractor's Authorized Official: Authorized Signatory

Date: 1.23.24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Albert Garza	Authorized Signatory
NAME	TITLE
A. Garza	1.23.24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Albert Garza, being the first duly sworn, deposes and says that:

1. He/she is Authorized Signatory (Owner, partner, etc.) of Mor-Wil, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: A. Sanchez Date: 1.23.24

Title: Authorized Signatory Notary: Alejandro Sanchez

(Apply Notary Seal)

(Print or type names under all signatures)

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements Phase 1 Date: 1.23.24

Location: EDINBURG Project No.: _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Mor-Wil, LLC in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Albert Garza, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

A. Sanz
(Signature of Appointee)

Mor-Wil, LLC
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

_____ _____
(Signature) (Title)

_____ _____
(Signature) (Title)

_____ _____
(Signature) (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

N/A

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1.23.24

Signature: A. Sanchez

Company Name: Mor-Wil, LLC

Title: Authorized Signatory

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Section 3 Information and Eligibility Requirements



SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets <u>at least one</u> of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database <u>DOES NOT GUARANTEE</u> contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, <u>at least one</u> of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, <u>at least one</u> of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

Section 3 Business Concern Certification

Instructions:

Enter the following information and select the criteria that applies to certify your business's Section 3 Business Concern status.

Business Information

Name of Business: Mor-Wil, LLC

Address of Business: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572

Name of Business Owner: Prisciliano Gracia

Phone Number: 956-456-0628 Email: albert.garza03@yahoo.com

Preferred Contact Information

☐ Same as above

Name of Preferred Contact Albert Garza

Phone Number: 956-456-0628 Email: albert.garza03@yahoo.com

Type of Business (select from the following options):

☐Corporation ☐Partnership ☑Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies and provide required documentation for verification and certification:

☐ At least 51% of the business is owned and controlled by low or very low income persons *(Refer to Eligibility Guidelines document).*

- o Most Recent Income Tax Return Statement

☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- o Letter of verification from the Public Housing Authority

☑ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers *(Refer to Eligibility Guidelines document).*

- o Payroll Hours Log for ALL employees for the prior three-month period; **and**
- o Payroll Hours Log for the prior three-month period showing at least 75% of total hours were worked by Section 3 or Targeted Section 3 Workers; **and**
- o Section 3 or Targeted Section 3 Self-Certifications for all workers included in the 75% claim

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Edinburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: Albert Garza

Signature: A. Garza Date: 1.23.24

Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 Business Concern based upon their certification and documentation provided?

☐ **YES** ☐ **NO**

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder?
   ☐YES ☐NO

2. Are you a resident of the City of Edinburg?
   ☐YES ☐NO

3. In the field below, select the amount of individual income you believe you earn on an annual basis.

☐ **Less than $10,000**	☐ **$30,001 - $40,000**	☐ **More than $60,000**
☐ **$10,001 - $20,000**	☐ **$40,001 - $50,000**	
☐ **$20,001 - $30,000**	☐ **$50,001 - $60,000**	

Select from *ONE* of the following two options below:

I qualify as a:

☐ Section 3 Worker (as defined below under "Worker Definitions")

☐ Targeted Section 3 Worker (as defined below under "Worker Definitions")

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correctto the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name:_____ Date Hired:_____

Signature:_____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐YES ☐NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐YES ☐NO

Was this an applicant who was hired as a result of the Section 3 project? ☐YES ☐NO

If Yes, what is the name of the company? _____

What was the date of hire?_____

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

City of Edinburg

Section 3 Eligibility Guidelines

Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City of Edinburg	Extremely Low IncomeLimits (30%)	$12,880
	Very Low Income Limits (50%)	$21,350
	Low Income Limits (80%)	$34,100

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

The worker's income must be at or below the amount provided below for an individual (Household of 1) regardless of actual household size.

Worker Definitions

A "Section 3 Worker" is:

- a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); **or**
- employed by a Section 3 business concern; **or**
- a YouthBuild participant.

A "Targeted Section 3 Worker" is:

- employed by a Section 3 business concern or
- currently meets or when hired met at least one of the following categories as documented within the past five years:
  - living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; **or**
  - a YouthBuild participant.

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

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

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Contract Provisions

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

1. Any member of his/her immediate family;

2. His or her partner; or

3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

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]

"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56 **	
Excavator, over 50,000 lbs.	$ 15.23 **	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69 **	
Front End Loader, 3 CY or less	$ 13.49 **	
Loader/Backhoe	$ 12.77 **	
Mechanic	$ 15.47 **	
Milling Machine	$ 14.64 **	
Motor Grader Operator, Rough	$ 14.62 **	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07 **	
Servicer	$ 12.34 **	
Steel Worker (Reinforcing)	$ 14.07 **	
TRUCK DRIVER		
Lowboy-Float	$ 13.63 **	
Single Axle	$ 10.82 **	
Single or Tandem Axle Dump	$ 14.53 **	
Tandem Axle Tractor with Semi Trailer	$ 12.12 **	
WELDER	$ 14.02 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every

employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other

its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

Mor-Wil, L.L.C



Civil Construction

General Construction: Metal Building, Roofing,

Carpentry, Electrical, Plumbing & HVAC

Utilities: Water & Sewer Lines,

Drainage & Lift Stations

Main Office

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78574
P: (956) 456-0628

Owner

Prisciliano Gracia Gracia

Team Members

Primary Contact:
Albert Garza III
Project Manager
(956) 456-0628

Prisciliano Gracia Gracia
General Manager
(956) 655-9934

Warranty

1 Year

Texas Secretary of State

Filling No. 800475951

Organization Information

Mor-Wil, L.L.C

Established April 5, 2005, Mor-Wil, L.L.C has taken on many challenging projects. Along the way, it has acquired skills, knowledge, and experience in building solutions, project management services, building trades, and other related engineering works.

Mor-Wil, L.L.C is a limited liability company that has been providing services to the Rio Grande Valley for 15 years. 100% of its $16,000,000 value of work, done over its 15-year span, has been done in the Rio Grande Valley. While providing competitive pricing, a safe working environment, and delivering quality work within a reasonable time frame.

To date, Mor-Wil, LLC has no claims on work-related injuries andholds a .95 rating for its Workers Compensation Insurance.

No litigations are pending and will comply with any background checks as required.

As prime contractor Mor-Wil, L.L.C takes part in small and large projects. While implementing project management services to organize specialized trades for commercial and government developments. At the same time, Mor-Wil, L.L.C ‘s staff is on hand to respond to any immediate drawbacks and to ensure we stay on budget. Using specialized systems and up to date technology Mor-Wil, L.L.C commits to fulfill their client’s needs.

Mor-Wi, L.L. C strives to give its clients a pleasant experience by

- Being in constant communication
- Meeting the project's objective
- Tracking the project progress and fine-tuning deviations
- Supervising closely the quality of the work provided

Education

Graduated from Mexico State University
CPA courses

Fields of Proficiency

Cost Control
Strategic Planning
Staff Development
Quality Assurance
Team Leadership
Project Management

Government Experience

Hidalgo County Drainage District
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
Hidalgo County Precinct No. 3
East Rio Hondo Water Systems

Prisciliano Gracia Gracia General Manager

Mr. Gracia Gracia brings 34 years of cost control and management experience to Mor-Wil, L.L.C. As owner and general manager, his decisions made Mor-Wil, L.L.C a prime contender in government projects as well as small industries. As a leader, he has brought together a strong team to meet his client's expectations.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex

Education

University of Texas Brownsville
Business Management Courses

Fields of Proficiency

Project Management
Site Planning
Budgeting
Scheduling
Staffing
Organizing
Team Management

Government Experience

Hidalgo County Drainage District
Hidalgo County Precinct No. 3
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
East Rio Hondo Water Systems
International Boundary & Water Commission

Albert Garza III Assistant General Manager

Mr. Garza has 20 years of management experience. Mr. Garza oversees the day to day operations of Mor-Wil, L.L.C. Mr. Garza oversees staffing, scheduling, planning, and budgeting. During his time with Mor-Wi, L.L.C Albert Garza III has used his problem-solving skills and management experience to ensure the company follows through its commitment to our clients.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain “A” Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex
- International Boundary & Water Commission
  Leeve Rehabilitation Project
- Phillips & Jordan Construction
  Levee Project 23rd St.-McAllen, Texas

Completed Projects

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation & Concrete Lining of Drainage Canal
Contract Value $570,302

Cameron County
Job: Drain "A" Widening Drainage Improvements
Excavation of Canal to Widen Flowline
Architect: Brown, Leal & Associates (956) 428-4014
Contract Value: $200,421
Completed: July 2016

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956)381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12 in force main.
Contract Value: $1,235,213

Aqua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal, & Associates (956)428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: $230,634
Completed: August 2018

Hidalgo County Precinct NO. 3 (Urban County Program)
Job: Penitas Drain Phase II
Engineer: Javier Hinojosa Engineering (956)668-1588
Scope: Flood Drainage Improvements known as the "Penitas Drain Phase II"
Contract Value: $2,115,179
Completed

Completed Projects

Completed

October 2015

Project ContractValue

$1,336,252

Engineer

SWG Engineering
Alfonso A Gonzalez P.E.
(956) 968-2194





Drainage Improvements for the AN47 Drainage Canal at the Evans & Wilson Crossings

Client:

City of La Feria
(956) 797-1898

Work Scope: Convert four 60” Drain Pipes into one 30” pipe on Evans Canal and a 60” pipe on Wilson Canal

- Excavate 300 LF
- Concrete Lining of Drainage Canal
- Install 250 LF of 60” Steel Pipe
- Install 213 LF 30” Steel Pipe
- Install Concrete Support Structures
- Install and Concrete incase 30’ Soil Nails
- Erosion Control
- Drainage

This project was one of the most difficult and unique jobs that Mor- Wil, L.L. C encountered. During construction, we identified a situation with the subgrade where it was determined 30’ soil nails need to be installed. We had to completely dewater the drainage canal to install them. At the end Mor-Wil, L.L.C finalized and provided a satisfactory service to the client.

Completed Projects

Project: Mercedes Lateral-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6” Concrete wall & Box (in cased in place)
- Install 12” to 18” Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro Mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

July 2017

Project Contract Value

$694,289

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects

Project: South Mercedes Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6” Concrete wall & Box (in cased in place)
- Install 12” to 18” Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

August 2017

Project Contract Value

$809,988

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed

August 2017

Project ContractValue

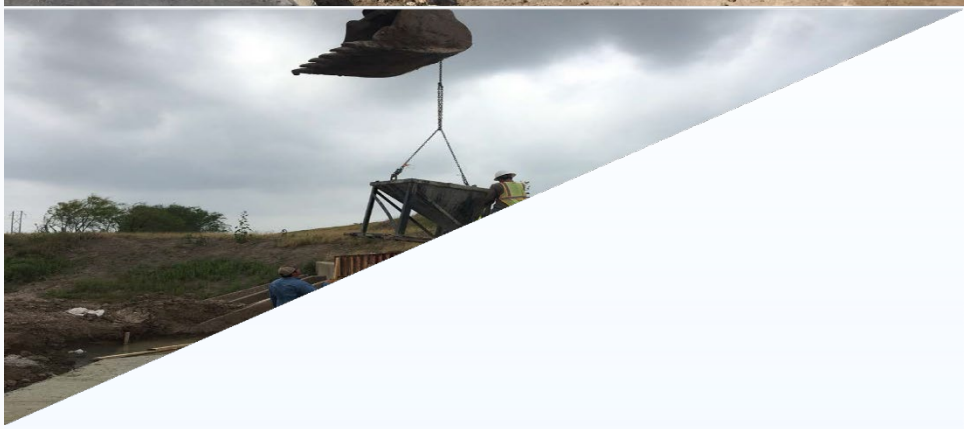
$1,042,226

Engineer

TEDSI Infrastructure
Mark D. Corbitt, P.E.
Project Manager (956) 424-7898

Completed Projects





Site work, Utilities, and Parking

Drainage Improvements Project East Donna Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1
(956) 292-7080

Work Scope:

- Install Centrifugal Pump
- Build 6” Concrete wall & Box (in cased in place)
- Install 12” to 16” Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation

Completed Projects Continued

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation and Concrete lining of Drainage Canal
Contract Value: $570,302
Completed:

City of La Feria
Job: Tio Cano Water Shed Relief via The Wilson Canal
90' Cast-in-Place 10x5 Concrete Box and 4200LF of 36" RCP
Engineer: SWG Engineering, LLC (956) 968-2194
Contract Value: 1,253,978
Completed: November 2017

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956) 381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12-inch force main.
Contract Value: 1,235,213
Completed: April 2018

Agua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal & Associates (956) 428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: 230,634
Completed: August 2018

Hidalgo County Precinct No. 3 (Urban County Program)
Job: Peñitas Drain Phase II
Engineer: Javier Hinojosa, P.E. (956)668-1588
Scope: 1,464 LF of an 8'X6' concrete box & 552 LF of a 10'x5' concrete box, removal and Replacement of 100 LF existing canal, excavation of 21,000 CY of a ditch, 380 LF of RC pipe, Encasing of fiber optics, installation of a steel casing around sewer line, driveway repair, installation of down drain and wing walls, installation of gate inlet and removal of 300 LF of existing culvertt, installation of 7,000 SY of concrete rip rap and 5,000 SF of rock rip rap
Contract Value: $2,115,179
Completed: November 2018

Completed Projects Continued

City of Mission

Job: Anzalduas Highway Wastewater and Water Truck lines Phase 2

Architect: Halff Associates, Inc. Raul Garcia Jr., P.E. (956)664-0286

Scope: 16,182 LF 12" waterline, 11,412 LF 16" waterline; 8,8664 LF 12" sewer line, 5,231 LF 15" sewer line, 4,069 LF 21" sewer line, 43 48" fiberglass manholes, 42 fire hydrants, 190 LF 24" steel bore casing, 60 LF 30" steel bore casing, 156 LF 26" steel bore casing, 449 LF 21" steel bore casing & 421 SY of asphalt

Contract Value: $3,814,448

Completed: February 2019

Military Road Crossing-2018 Bond Referendum Project #13

Client: Hidalgo County Drainage District No. 1

Contract Value: $200,322.50

Engineer: L&G Consulting

Engineers, Inc.

Completed: January 2020

Chaparral Drain Extension Improvements (60 inch RCP Jack and Bore Dona Irrigation Crossing)

Client: Hidalgo County Drainage District No. 1

Contract Value: $145,757.63

Engineer: Hidalgo County Drainage District No.1 Jose Noe Saldivar, P.E.,C.F.M

Completed: April 2020

Agua SUD's Palmview Wastewater Conveyance System & Force Main

Client: Agua Specialty Utility District

Contract Value: 5,000,000

Percent Completed: 100%

Engineer: S&B Infrastructure, Ltd.

Completed Projects Continued

Pharr-McAllen Drain Improvements-2018 Bond Referendum Project #31
Client: Hidalgo County Drainage District No. 1
Contract Value: 654,951
Percent Completed:0 1 0 0 %
Engineer: L&G Consulting Engineers, Inc.
Davie A. Saenz, P.E., C.F.M
(956)583-7117

Hidalgo Drain & Dicker Rod Box Culvert Crossing

Client: Hidalgo County Drainage District No. 1
Contract Value: $461,346.62
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080

Hidalgo County – GLO 2015 Floods Grant 18-271-000-A923

Client: Hidalgo County – Urban County Program
Contract Value: $1,195,327.83
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

December 14, 2018

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542

RE: Reference letter for Mor-Wil, L.L.C.

To Whom It May Concern:

I am writing this reference letter to express sincere gratitude toward Mor-Wil, L.L.C. regarding the Schunior Drain Ditch Improvements and Penitas Drain Phase II project constructed for the Hidalgo County Drainage District No. 1 (HCDD No. 1). Mor-Wil, L.L.C. was supportive and professional throughout the projects. Project submittals were provided in a timely and efficient manner. The change orders that were required for the project were priced fairly and required minimal negotiations. They worked on schedule and addressed any punch list items for the projects expeditiously.

Due to the cooperation professional attention and work–ethic Mor-Wil, L.L.C. demonstrated on these projects, we recommend them for any future projects.

If you have any questions, please feel free to give me a call at 956-292-7080.

Sincerely,
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Noe Saldivar, P.E., CFM
District Engineer III

C: Raul E. Sesin, P.E., CFM, District General Manager

Letter of Recommendation

Public Works Department

July 31, 2017

City of Mission
2801 N. Holland
Mission, Tx 78574

RE: Reference Letter

To whom it may concern:

I am writing this reference letter at the request of Mor-Wil, LLC, with respect to a Sanitary Sewer Project Construction with the City of Mission. Mor-Wil, LLC was cooperative and professional throughout the project. Change Orders were fairly priced and turned in with related material for documentation. They have been working on schedule and have address up-to-date outstanding punch list items in project.

Due to the cooperation and professional attention and the work Mor-Will, LLC has delivered we recommend them.

If you have any questions, please feel free to give me a call at (956) 580-8780.

Sincerely,

Roberto Salinas, P.E.
City of Mission
Public Works Director

2801 N. Holland • Mission, Texas 78574 • (956) 580-8780 • Fax: (956) 580-8782

Letter of Recommendation

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

May 13, 2016

Re: Letter of recommendation

To whom it may concern:

Mor-Wil has performed work for the city of La Feria. They have been able to complete the projects in a satisfactory and timely manner.

If you have any questions, please give me a call at (956)968-2194.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

Alfonso A. Gonzalez, P.E

AAG:cdz

Letter of Recommendation

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

TBPE Firm # F-1435
TBPLS # 10096900

April 4, 2017

To Whom It May Concern:

I had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service that they provided.

Throughout the course of the project I felt Mr. Garza was a consummate professional. He was accurate in his initial assessment of the scale and cost of our project.

Our job was done with care a precision. In addition he and his assistants never left the worksite in disarray. They regularly visited the jobsite to help coordinate any required field changes as they were discovered so that design intent was upheld while ensuring that our construction schedule was never compromised.

The cooperation and collaboration Mr. Garza brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved, and a successful end result. I look forward to the opportunity to work with Mor-Wil, LLC again.

Sincerely,

Mario A. Reyna

Vice-President

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

227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

Certificate of Insurance

Project References

Roberto Salinas, P.E.
Public Works Director
City Of Mission
(956) 580-8780

Mario Reyna, P.E.
Assistant Project Manager
Melden & Hunt
(956) 500-2734

Raul Sesin
General Manager
Hidalgo County Drainage Dist. 1
(956) 292-7080

Repeated Customers

City of La Feria
(956) 797-1898

City of Mission
(956) 580-8650

Hidalgo County Drainage District 1
(956) 292-7080

Cameron County
Drainage District #5
(956) 423-6411

Administration Contacts

Belinda Sanchez
Administrative Manager
(979) 324-6949
www.admin@mor-wil.com

Bonding Company

MERCHANTS BONDING COMPANY
800-678-8171

Agent

Magda E. Escandon
321 W 2nd St, Mercedes, TX 78570
(956) 565-2481

Mor-Wil, L.L.C

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78872
(956) 456-0628
www.mor-wil.com

February 10, 2022

From: **John Michael Ortega – First Vice President**

Re: **Mor Wil LLC (Prisciliano Gracia Gracia)**

To Whom It May Concern:

I understand Mr. Gracia is being asked to provide a letter of reference and as such, I am pleased to provide the following information. IBC has had a strong banking relationship with Mr. Gracia and his related entities for more than 20 years. IBC has financed numerous projects for Mr. Gracia and have a high regard for his reputation as a businessperson. We value our banking relationship with Mr. Gracia.

Should you have any questions, please do not hesitate to call me at (956) 632-3514.

Sincerely,

John Michael Ortega
First Vice President, Commercial Lending
IBC Bank – McAllen

CC: Adrian Villarreal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
P. O. Box 625	E-MAIL ADDRESS: mindy@mcafeeagency.com	
321 Second Street	INSURER(S) AFFORDING COVERAGE	NAIC #
Mercedes TX 78570	INSURER A : General Security Indemnity Co. of Arizona	
INSURED	INSURER B : National Liability & Fire Ins. Co.	
MOR WIL LLC	INSURER C : United Specialty Insurance Company	
808 S. Shary Rd. Ste 5 PMB 274	INSURER D : Texas Mutual Ins. Co.	22945
	INSURER E : Fortegra Specialty Ins. Co.	
Mission TX 78572-8568	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contracts on hand	End Date	Contract $	Owner
Drainage Area Improvements for Y Drain PhI, Tower Road between Rogers and Monte Cristo & Curry Drain and Valverde	1/26/2024	$ 628,815.00	HCDD#1
Glasscock (ML06n) Drainage Improvements	12/27/2023	$ 3,712,513.56	City of Mission
Weslaco Drain Improvement (proposed Additional 10'X10' Box with Gate Structure)"	12/21/2023	$ 454,974.00	HCDD#1
MILE 9 AND FM 1015 - PACKAGE 1B IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT #24	10/21/2023	$ 4,377,859.47	HCDD#1
SOUTH LATERAL DRAIN STRUCTURE - IBWC#23AL: - 2018 BOND REFERENDUM PROJECT NO 34	12/26/2023	$ 1,717,694.00	HCDD#1
MID VALLEY AIRPORT - IBWC DITCH 18 B DRAINAGE IMPROVEMENTS 2018 REFERENDUM PROJECT NO 33	12/21/2023	$ 1,309,757.75	HCDD#1
WILLAMAR DRAIN DITCH IMPROVEMENTS SOUTH OF SAN PERLITA, TEXAS FLOOD MITIGATION	3/23/2024	$ 1,029,166.17	Willacy County
SOUTH "I" RD. USIBWC STRUCTURE 82L - DRAINAGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	4/27/2024	$ 1,204,334.50	HCDD#1
		$ 14,435,114.45	

Completed Projects	Owner	Design Enginner	Contract I	Type of Work	Orignal Cost
HCRMA UTILITES MOVE	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509		**7/11/2022**	Drainage Development	**$ 1,207,420.10**
TULIP (ML06m)	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	B2Z Enginnering	**11/21/2022**	Drainage Development	**$ 1,818,646.32**
HOEHN STORMWATER PROJECT	Hidlago County	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**12/5/2022**	Drainage Development	**$ 615,171.07**
J-08 Drain Improvements - 2018 Bond Referendum	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/19/2022**	Drainage Development	**$ 1,465,141.51**
MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**10/19/2020**	Drainage Development	**$ 2,944,083.76**
MILE 9 N & FM 1015 PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**3/16/2021**	Drainage Development	**$ 1,217,121.18**
Cesar Chavez & Texan Road, Canton Rd & Tower Rd and Iowa Rd Drainage Areas	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/12/2021**	**Drainage Development**	**$ 1,714,938.78**
K-07-02 Drain Improvements	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	B2Z Enginnering	3-Dec-21	Drainage Development	$ 797,639.50
Anaquitas Drain Structrue (proposed additional 2 10'x8' boxes with Gate Structures - 2018 Bond Referendum Project #8	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	16-Dec-21	Drainage Development	$ 1,497,200.19
Hidaglo County - urban County Program City of Hidalgo Flood Drainage Improvemtns (Old Townsite)	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	13-May-21	Drainage Development	$ 805,757.75
cameron County Drainage District No 5. North Main Drain Channel Linning 2018	Cameron County Drainge District No 5	Moore Land Sureying, LLC	26-Apr-21	Drainage Development	$ 2,246,699.32
City of Alton Trosper Road Detention Facility	City of Alton 416 South Alton BLVD Alton TX 956-432-0760	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	10-Mar-21	Detention Pond	$ 211,087.50
Ditch 47 & Ditch 350 Improvements (Mile 6 1/2 Crossing, Mile 10 N Crossing, Irrigation Canal Crossing, & Mile 9 N. Crossing)"	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	18-Dec-20	Irrigation Canal Improvements	$ 320,145.84
Cameron County Drainage District No. 5 - 2020 NRCS EWP Erosion Repairs	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	13-Nov-20	Flood Drainage Improvements	$ 1,500,742.85

Sunflower Drain - 2018 Bond Referendum Project #36	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	15-Sep-20	Flood Drainage Improvements	$ 988,803.19
PD Lateral (Phase II) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	10-Sep-20	Irrigation Canal Improvements	$ 1,687,658.89
Las Milpas - Hidlago Park Estates	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	4-Aug-20	Irrigation Canal Improvements	$ 697,085.69
PD Lateral (Phase I) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	20-Jul-20	Irrigation Canal Improvements	$ 2,417,679.61
South Conway Lift Station Sanitary Sewer & Water Line Improvemtns Betwwen US 83 and Military RD	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	12-Mar-20	Swere line Improvments	$ 2,326,579.41
Hidalgo Drain & Dicker Road Box Culvert Crossing	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	11-Feb-20	Box Culvert	$ 494,718.55
Hidalgo Couty - GLO 2015 Floods Gran 18-271-000-A923	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	27-Jan-20	Flood Drainage Improvements	$ 1,209,772.65
Hidalgo County Precinct NO. 4 JO9 Phase IV Rural Drainage Development 2012 Bond Project	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	3-Dec-19	Drainage Development	$ 1,013,662.67
Bentsen Palm Dev. Sanitary Sewer Improvemtns Phase II	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Dec-19	Swere line Improvments	$ 644,077.54
Chapparral Drain Extension Improvemtns (60 inch RCP Jack & Bore- Donna Irrigation Crossing)	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	22-Oct-19	Flood Drainage Improvements	$ 177,697.31
Hidlago Drain (Military Raod Crossing) - 2018 Bond Referendum Project #13	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Samuel D Maldonado PE RPLS SAM Engineering and Surveying McAllen TX 956-702-8880	23-Sep-19	Drainage Development	$ 248,397.50
Santa Maia ISD Workshop Facility Park Lots Drainage Improvemts Ect	Santa Maria ISD PO BOX 448 Santa Maria TX 78592 956-565-6308	Gignac & Associates LLC 956-365-4820	21-May-19	Workshop Facility, Parking Lots Drainage Improvements	$ 1,739,514.00
City of Mission Anzalduas Highway Wastewater and Water Truck Lines Phase 2	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Raul Garcia JR PE Halff Associates Inc 956-664-0286	1-Feb-19	Swere line Improvments	$ 3,865,565.93
Pharr - McAllen Drain Improvemtnts - 2018 Bond Referendum Project #31	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	L&G Consulting Engineers 956-565-9813	9-Jan-19	Flood Drainage Improvements	$ 815,041.38

Agua SUD's Palmview Wastewater Collection System Main Lift Station & Force main Convyance System	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	M2 Engineering PLLC 1810 E Griffin Parkway Mission TX 956-600-8628	1-Dec-18	LiftStation	$ 7,317,450.74
Penitas Drain Phase II	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	1-Nov-18	Drain Improvmetns	$ 2,115,179.00
US 83 Route Relife Utility Relocaton	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	1-Aug-18	12" WaterLine and 20" Steel Casing	$ 230,634.00
Benstsen Palm Lift Station Breyfogle	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Apr-18	Lift Station	$ 1,235,213.00
Tio Cano Water Shed Relief Via The Vilson Canal	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261	SWG Engineering LLC 956-968-2194	1-Nov-17	Cas IN Place	$ 1,213,861.00
East Donna Drainage Improvemtns	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 1,042,226.00
Drainage Improvements South Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 814,038.30
Drainage Improvements Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 707,789.13
Drain "E" & E1 Channel Lininning Phase III	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	9-Jul-15	Excavation & Concrete Linning of Drainage canal	$ 570,302.00
Drainage Improvemtns for AN47 Drainage Canal At the Evans & Wilson Crossing	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261		7-Jul-15	Drain Improvmetns	$ 1,336,252.00
Shunior Drain Ditch -Val Verde Rd					$ 325,993.00
San Vicente Wastewater Collection System					$ 260,649.00
San Benito Dialysis Center					$ 356,000.00
Lift Station 45 Relocatin					$ 404,226.00
Keppel AmFels Waterline Relocation					$ 446,709.00
Jones Box Park Improvements					$ 589,465.00
Drain "A" Widening Drainage Improvements Phase II					$ 2,499.21
Anzalduas Highway Wastewater & Water Trunklines Phase 2					$ 3,875,266.00

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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PRODUCER	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
P. O. Box 625	E-MAIL ADDRESS: mindy@mcafeeagency.com	
321 Second Street	INSURER(S) AFFORDING COVERAGE	NAIC #
Mercedes TX 78570	INSURER A : General Security Indemnity Co. of Arizona	
INSURED	INSURER B : National Liability & Fire Ins. Co.	
MOR WIL LLC	INSURER C : United Specialty Insurance Company	
808 S. Shary Rd. Ste 5 PMB 274	INSURER D : Texas Mutual Ins. Co.	22945
	INSURER E : Fortegra Specialty Ins. Co.	
Mission TX 78572-8568	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza

Authorized Signatory: A. Garza

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil,LLC
(Full, correct legal name)

- Address: 808 S. Shary Rd., Ste. 5, PMB 274
  Mission, Texas 78572
- Telephone/Fax: 956-456-0628
- Email address: albert.garza03@yahoo.com or admin@mor-wil.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? Mission 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?

_____ (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: Albert Garza
Address: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572
Telephone: 956-456-0628
Fax: N/A
Email: albert.garza03@yahoo.com

8. Surety Information

Merchants Bonding Company

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.
None
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

1.23.24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 A. Garza

Signature of vendor doing business with the governmental entity

1.23.24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Mor-Wil, LLC

Reference Company Name: City of Mission

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES - Not Used

1.03 DEFINTIONS - Section 0700

1.04 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT - Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid Due Date: **[Enter date bid is due]**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid)

Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 16th day of January, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Brennaleen Drainage Improvements Phase 1

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

_____

Mor-Wil, LLC
Principal

By A. Garza

Attest:

_____

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572		
Local Office			
Name:	Same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☑ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. Prisciliano Gracia		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer. N/A			
Date Business was formed:	April 2005	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:	Belinda Sanchez	Title:	Administrative Assistant
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	n/a		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Osha 10	360 Training	
OSHA 30	360 Training	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
see attached									

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	yes
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES, Iowa 50306

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Physical Address (principal place of business):			
Phone (main):	800-678-8171	Phone (claims):	

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
General Security Indemnity Co of Arizona	09/19/2023-09/19/2024
National Liability & Fire Ins. CO	09/19/2023-09/19/2024
United Speciaity Insurance Company	09/19/2023-09/19/2024
Texas Mutual Ins.	09/19/2023-09/19/2024
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No

Mailing Address (principal place of business):	see attached		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	80
Estimate of revenue for the current year:	3Million
Estimate of revenue for the previous year:	5 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	0	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A. Garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 1.23.24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address:
808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A—Current Projects

Name of Organization	City of Mission				
Project Owner	City of Mission		Project Name	Glasscock (ML06n) Drainage Improvements	
General Description of Project	Drainage Improvements				
Project Cost	$3,712,513.56		Date Project	5/1/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	ARTURO GRACIA	Albert Garza	Belinda Sanchez	Angel Ramos	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JP Terrazas	Engineer	City of Mission		JP Terrazas <jpterrazas@missiontexas.us>
Designer					
Construction Manager					

Project Owner	Hidalgo County Drainage District No1		Project Name	Construction of Cast - In- Place Reinforced Concrete Boxes 7'x7' for Southwest Weslaco - 2018 Bond Referendum Project No. 35	
General Description of Project	Concrete Boxes				
Project Cost	$399,104.71		Date Project	August 28, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Prisciliano Gracia	Albert Garza	Belinda Sanchez	Martin Zamora	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Drainage District No1	Engineer	HCDD#1	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	
Designer					
Construction Manager					

Project Owner	Willacy County Draiange District No. 2		Project Name	Willamar Drain Ditch Improvements South of San Perlita, Tx for Flood Mitigation	
General Description of Project	Drain Ditch Improvements				
Project Cost	1,029,166.17		Date Project	07/19/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Willacy County Draiange District No. 2				
Designer	SWG Engineering, LLC				
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hidalgo County			
Project Owner	Hidalgo County - Purchasing	Project Name	HOEHN STORMWATER PROJECT	
General Description of Project	Stormwater Improvements			
Project Cost	$615,171.07	Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Benito Rodriguez	Albert Garza	Belinda Sanchez	Juan Carlos Ortiz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>		HCDD#1		
Construction Manager					

Project Owner	City of Mission	Project Name	Tulip (ML06m) Drainge Improvements	
General Description of Project	Drainage Improvements			
Project Cost	1,818,646.32	Date Project	11.21.2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	ARTURO GRACIA	Albert Garza	Belinda Sanchez	Angel Ramos

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mission			JP Terrazas <jpterrazas@missiontexas.us>	
Designer					
Construction Manager					

Project Owner	Hidalgo County Drainage District No1	Project Name	MILE 9 N & FM 1015 - PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	
General Description of Project	Drainage Improvements			
Project Cost	1,443,071.37	Date Project	8/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Prisciliano Gracia (OWNER)	Albert Garza	Belinda Sanchez	Ricardo Hernandez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Drainage District No1			"Barrera, Yvette" <yvette.barrera@hcdd1.org>	
Designer					
Construction Manager					

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual	Benito Rodriguez		
Years of experience as project manager	10		
Years of experience with this organization	5		
Number of similar projects as project manager	5		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Drainage Area Improvements for Y Drain Ph I, Tower Road between Rogers and Monte Cristo & Curry Drain and Vlaverde Rd Crossing	60%	4.15.24	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Villarreal	Name	
Title/Position	Inspector	Title/Position	
Organization	HCDD#1	Organization	
Telephone		Telephone	
Email	roberto.villarreal@hcdd1.org	Email	
Project	Y Drain	Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual	Albert Garza		
Years of experience as project superintendent	18		
Years of experience with this organization	18		
Number of similar projects as project superintendent	15		
Number of similar projects in other positions	3		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual	Belinda Sanchez		
Years of experience as project manager	5		
Years of experience with this organization	5		
Number of similar projects as project manager	2		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual	Albert Garza		
Years of experience as project superintendent	18		
Years of experience with this organization	18		
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23 day of JANUARY, 20 24.

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
Name of Bidder

A. garza
Signature of Bidder

Authorized Signatory
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
See attached		Blue Cat Rantals

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: 23 Day of : January 20. 24

By: Albert Garza a.garza
BIDDER

Title: Authorized Signatory

NOTARY PUBLIC

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2028
Notary ID 132353594

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: Jan. 23, 2024

NOTARY PUBLIC

END OF SECTION

Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

1.23.24

Dear: City of Edinburg

The undersigned party certifies that Mor-Wil, LLC complies with the following criteria:

1. **They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.**

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

3. **They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.**

4. **They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.**

Albert Garza
Printed name

Signature

Authorized Signature
Position in bidding company

1.23.24
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A. Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 1.23.24.
[Date]

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2028
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: 2.11.2028
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza Authorized Signatory
[Typed Name and Title of Authorized Representative]

A. Sara
[Signature of Authorized Representative]

1.23.24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC

[Typed Name of Company:]

Albert Garza Authorized Signatory

[Typed Name & Title of Authorized Representative]

A. Garza

[Signature of Authorized Representative]

1.23.24

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Entity Information

MOR- WIL LLC ● Active Registration

Unique Entity ID
GDP8KYB6USG3

Your registration was activated on 2023-11-23. It expires on 2024-11-20, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements Phase 1 Date: 1.23.24

Location: EDINBURG Project No.: _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Mor-Wil, LLC in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Albert Garza, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

A. Garza
(Signature of Appointee)

Mor-Wil, LLC
(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

_____ _____
(Signature) (Title)

_____ _____
(Signature) (Title)

_____ _____
(Signature) (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

CONFLICT OF INTEREST
SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. **Remedies and Sanctions.**

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza

Authorized Signatory

Authorized Signatory: A. Garza

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: 1.23.24

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza Authorized Signatory

Authorized Signatory: A. Garza

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Mor-Wil, LLC

Address and Zip Code: 808 S. Shary Rd., Ste. 5, PMB 274
Mission, Texas 78572

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Albert Garza Authorized Signatory
(Name and Title of Signer – please type)

A. Garza
Signature

1.23.24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Mor-Wil, LLC PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

NONE

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

Albert Garza Authorized Signatory

NAME AND TITLE OF SIGNER (Please type):

A. Garza 1.23.24

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: A. Garza

Name of Contractor's Authorized Official: Albert Garza

Title of Contractor's Authorized Official: Authorized Signatory

Date: 1.23.24

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

N/A

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

2. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

3. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

4. MBE _____ Subcontractor _____

   WBE _____ Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope Of Work _____

   _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: 1.23.24

Signature: A. Sanchez

Company Name: Mor-Wil, LLC

Title: Authorized Signatory

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every

employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no

person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under

its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other

disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

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]

"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56 **	
Excavator, over 50,000 lbs.	$ 15.23 **	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69 **	
Front End Loader, 3 CY or less	$ 13.49 **	
Loader/Backhoe	$ 12.77 **	
Mechanic	$ 15.47 **	
Milling Machine	$ 14.64 **	
Motor Grader Operator, Rough	$ 14.62 **	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07 **	
Servicer	$ 12.34 **	
Steel Worker (Reinforcing)	$ 14.07 **	
TRUCK DRIVER		
Lowboy-Float	$ 13.63 **	
Single Axle	$ 10.82 **	
Single or Tandem Axle Dump	$ 14.53 **	
Tandem Axle Tractor with Semi Trailer	$ 12.12 **	
WELDER	$ 14.02 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Title 29 – Labor Regulations

Title 29 – LABOR

Subtitle A – Office of The Secretary of Labor

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

Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
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3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 3.1 - Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

29 CFR 3.2 - Definitions.

As used in the regulations in this part:
(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance'', or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
(c) The requirements of this section shall not apply to any contract of $2,000 or less.
(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
(b) The deduction is not otherwise prohibited by law;
(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
(d) The deduction serves the convenience and interest of the employee.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.
(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 3.8 - Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

29 CFR 3.11 - Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Federal Contract Provisions

Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

Federal Register 2 CFR Part 200, Appendix II

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]

Contractor’s Guide to Prevailing Wage Requirements

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (*name and address of requesting agency)*

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

☐ **Building** ☐ **Residential**
☐ **Heavy** ☐ **Other (specify)**
☐ **Highway**

6. WAGE DECISION NO. (include modification number, if any)

☐ **COPY ATTACHED**

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206
Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)

2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.

3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)

4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22hours. (18 x $6.45 = $116.10 earned this project, $239.30 gross amount earned all projects.)

5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives $5.90 per hour, an additional $0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. $5.90 (wage rate) plus $0.66 (fringe) - $6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.

6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.

7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)

8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.

10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.

11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.

12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. Number Wage Restituion | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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			S											
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR [x] OR SUBCONTRACTOR [ ] | ADDRESS

ACES CONSTRUCTION COMPANY, INC. | 1776 America Street; Anytown, Montana 59604

PAYROLL NO: #1 (Show # and FINAL at end) | FOR WEEK ENDING: July 4, 1983 | PROJECT AND LOCATION: Happy Valley Manor - Anytown, MT 59604 | PROJECT OR CONTRACT NO.: 101-35075-PM-WAH-18

	(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S 28	M 29	T 30	W 1	TH 2	F 3	S 4	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	STATE W/H	VAC FUND	* OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					HOURS WORKED EACH DAY																
(1)	John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O		2	2	1		1		6	10.95	** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.							
(2)				S		8	8	8	8	8		40	7.30	357.70	15.18	53.60	8.00	10.00		86.78	270.92
(3)	Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O																	
				S		8	8	8	8		8	40	6.00	240.00	10.00	45.00	5.00		Ins. 5.00	65.00	175.00
(4)	John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																
				S	(4)	(6)	(8)					(18)	(6.45)	(116.10)							
					4	8	2	8				22		239.30	10.59	48.00	7.00			65.59	173.71
(5)	Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																
				S	8	8	8		8			32	6.56	209.92	-- Fringe Benefits Paid in Cash						
	John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																	
				S	8	8	8		8			32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan						
(6)	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																
				S	4	7		8				19	4.95	94.05							
	Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O										123.90							
				S	4	1	8		8			21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45
(7)	Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																
				S	8	8	8	8	8			40									
(8)	Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																
				S	8	8		8	8			32	4.02	128.64	5.00	8.00	2.00			15.00	113.64

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons (Name of signatory party), Bookkeeper (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Ace Construction Company (Contractor or Subcontractor) on the Happy Valley Manor (Building of work)

101-35075 ; that during the payroll period commencing on the 28th day of June, 19 83 and ending the 4th day of July 19 83, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Ace Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that

no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER" DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following classifications are not subject to the prevailing wage requirements - Project Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy, Messenger, and Clerical workers such as timekeepers, payroll clerks, and bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

***** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.**

Record of Employee Interview

U.S. Department of Housing and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

CONFIDENTIAL

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Previous editions are obsolete **Form HUD-11 (08/2004)**

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck $_____.

*This is for item number as shown below:

Repayment of

1. Loan
2. Retirement
3. Advance on Wages
4. Savings
5. Saving Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues

*This deduction is to be made:

Check Appropriate Box	
	One Time Only
	Weekly
	Bi-Weekly
	For _____Weeks

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.

2. Bona fide payment of wages without discount of interest.

3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.

4. The purchase price of United States Notes, Stamps and Bonds.

5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.

6. Contributions to a Federal Government or quasi-governmental agency.

7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.

8. Contributions to the Red Cross and Community Chests.

9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____, _____
(1st date of week) (month)

and ending on the _____ day of _____, _____.
(last date of week) (month)

_____
Signature of Authorized Person

_____
Date

*THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER SUBMISSION OF THE INITIAL PAYROLL REPORT

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

CITY OF EDINBURG
GRANT ADMINISTRATION DEPARTMENT
415 W. UNIVERSITY DRIVE, SUITE F
EDINBURG, TEXAS 78541
PHONE: (956) 388-8206

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

CITY OF EDINBURG
GRANT ADMINISTRATION DEPARTMENT
415 W. UNIVERSITY DRIVE, SUITE F
EDINBURG, TEXAS 78541
PHONE: (956) 388-8206

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 SPA REV 10/17

Job Safety and Health

It's the law!

OSHA®

Occupational Safety and Health Administration
U.S. Department of Labor











EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –
The Best Resource for Safety and Health

Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA (6742)
www.osha.gov

OSHA 3165-12-06R

Seguridad y Salud en el Trabajo

¡Es la Ley!

OSHA®

Administración de Seguridad y Salud Ocupacional

Departamento de Trabajo de los EE. UU.











EMPLEADOS:

- Usted tiene el derecho de notificar a su empleador o a la OSHA sobre peligros en el lugar de trabajo. Usted también puede pedir que la OSHA no revele su nombre.
- Usted tiene el derecho de pedir a la OSHA que realize una inspección si usted piensa que en su trabajo existen condiciones peligrosas o poco saludables. Usted o su representante pueden participar en esa inspección.
- Usted tiene 30 días para presentar una queja ante la OSHA si su empleador llega a tomar represalias o discriminar en su contra por haber denunciado la condición de seguridad o salud o por ejercer los derechos consagrados bajo la Ley OSH.
- Usted tiene el derecho de ver las citaciones enviadas por la OSHA a su empleador. Su empleador debe colocar las citaciones en el lugar donde se encontraron las supuestas infracciones o cerca del mismo.
- Su empleador debe corregir los peligros en el lugar de trabajo para la fecha indicada en la citación y debe certificar que dichos peligros se hayan reducido o desaparecido.
- Usted tiene derecho de recibir copias de su historial o registro médico y el registro de su exposición a sustancias o condiciones tóxicas o dañinas.
- Su empleador debe colocar este aviso en su lugar de trabajo.
- Usted debe cumplir con todas las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH que sean aplicables a sus propias acciones y conducta en el trabajo.

EMPLEADORES:

- Usted debe proporcionar a sus empleados un lugar de empleo libre de peligros conocidos.
- Usted debe cumplir con las normas de seguridad y salud ocupacionales expedidas conforme a la Ley OSH.

Los empleadores pueden obtener ayuda gratis para identificar y corregir las fuentes de peligro y para cumplir con las normas, sin citación ni multa, por medio de programas de consulta respaldados por la OSHA en cada estado del país.

1-800-321-OSHA (6742)

www.osha.gov

OSHA 3167-01-07R

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

"General Decision Number: TX20230003 01/06/2023

Superseded General Decision Number: TX20220003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2023

SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46 **	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30 **	
FORM SETTER (Paving & Curb)	$ 12.16 **	
LABORER		
Asphalt Raker	$ 10.61 **	
Flagger	$ 9.10 **	
Laborer, Common	$ 9.86 **	
Laborer, Utility	$ 11.53 **	
Pipelayer	$ 11.87 **	
Work Zone Barricade Servicer	$ 12.88 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48 **	
Asphalt Paving Machine	$ 12.25 **	
Broom or Sweeper	$ 10.33 **	
Crane, Lattice Boom 80 Tons or Less	$ 14.39 **	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or		

```
     less.....................$ 12.56 **
     Excavator, over 50,000 lbs..$ 15.23 **
     Foundation Drill, Truck
     Mounted..................$ 16.86
     Front End Loader Operator,
     Over 3 CY................$ 13.69 **
     Front End Loader, 3 CY or
     less.....................$ 13.49 **
     Loader/Backhoe...........$ 12.77 **
     Mechanic.................$ 15.47 **
     Milling Machine..........$ 14.64 **
     Motor Grader Operator,
     Rough....................$ 14.62 **
     Motor Grader, Fine Grade....$ 16.52
     Scraper..................$ 11.07 **

Servicer.....................$ 12.34 **

Steel Worker (Reinforcing).......$ 14.07 **

TRUCK DRIVER
     Lowboy-Float.............$ 13.63 **
     Single Axle..............$ 10.82 **
     Single or Tandem Axle Dump..$ 14.53 **
     Tandem Axle Tractor with
     Semi Trailer.............$ 12.12 **

WELDER.......................$ 14.02 **
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($16.20) or 13658
($12.15).  Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


----------------------------------------------------------------


The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than ""SU"" or
""UAVG"" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.
```

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"



SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds $200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:
https://portalapps.hud.gov/Sec3BusReg/BRegistry/What

***Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.**

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

Section 3 Information and Eligibility Requirements



SECTION 3 REQUIREMENTS

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3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
   - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
   - Is a YouthBuild Participant.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

Section 3 Business Concern Certification

Instructions:

Enter the following information and select the criteria that applies to certify your business's Section 3 Business Concern status.

Business Information

Name of Business: Mor-Wil, LLC

Address of Business: 808 S. Shary Rd., Ste. 5, PMB 274 Mission, Texas 78572

Name of Business Owner: Prisciliano Gracia

Phone Number: 956-456-0628 Email: albert.garza03@yahoo.com

Preferred Contact Information

☐ Same as above

Name of Preferred Contact Albert Garza

Phone Number: 956-456-0628 Email: albert.garza03@yahoo.com

Type of Business (select from the following options):

☐Corporation ☐Partnership ☑Sole Proprietorship ☐Joint Venture

Select from *ONE* of the following three options below that applies and provide required documentation for verification and certification:

☐ At least 51% of the business is owned and controlled by low or very low income persons *(Refer to Eligibility Guidelines document).*

- o Most Recent Income Tax Return Statement

☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- o Letter of verification from the Public Housing Authority

☑ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers *(Refer to Eligibility Guidelines document).*

- o Payroll Hours Log for ALL employees for the prior three-month period; **and**
- o Payroll Hours Log for the prior three-month period showing at least 75% of total hours were worked by Section 3 or Targeted Section 3 Workers; **and**
- o Section 3 or Targeted Section 3 Self-Certifications for all workers included in the 75% claim

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Edinburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: Albert Garza

Signature: A. Garza Date: 1.23.24

Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 Business Concern based upon their certification and documentation provided?

☐ **YES** ☐ **NO**

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder?
   ☐YES ☐NO

2. Are you a resident of the City of Edinburg?
   ☐YES ☐NO

3. In the field below, select the amount of individual income you believe you earn on an annual basis.

☐ **Less than $10,000**	☐ **$30,001 - $40,000**	☐ **More than $60,000**
☐ **$10,001 - $20,000**	☐ **$40,001 - $50,000**	
☐ **$20,001 - $30,000**	☐ **$50,001 - $60,000**	

Select from *ONE* of the following two options below:

I qualify as a:

☐ Section 3 Worker (as defined below under "Worker Definitions")

☐ Targeted Section 3 Worker (as defined below under "Worker Definitions")

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correctto the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name:_____ Date Hired:_____

Signature:_____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐YES ☐NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐YES ☐NO

Was this an applicant who was hired as a result of the Section 3 project? ☐YES ☐NO

If Yes, what is the name of the company? _____

What was the date of hire?_____

Reviewer Comments:

_____

_____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

City of Edinburg

Section 3 Eligibility Guidelines

Individual Income Limits

FY 2021 Income Limit Area	Income Limits Category	FY 2021 Income Limits
City of Edinburg	Extremely Low IncomeLimits (30%)	$12,880
	Very Low Income Limits (50%)	$21,350
	Low Income Limits (80%)	$34,100

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

The worker's income must be at or below the amount provided below for an individual (Household of 1) regardless of actual household size.

Worker Definitions

A "Section 3 Worker" is:

- a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); **or**
- employed by a Section 3 business concern; **or**
- a YouthBuild participant.

A "Targeted Section 3 Worker" is:

- employed by a Section 3 business concern or
- currently meets or when hired met at least one of the following categories as documented within the past five years:
  - living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; **or**
  - a YouthBuild participant.

PROPOSAL DOCUMENT REPORT

RFB No. 2024-06

Brennaaleen Drainage Improvements Phase 1

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Wednesday, January 24, 2024

Pega JPS Proposal

CONTACT INFORMATION

Company:

Pega JPS

Email:
pedro@pegajps.com

Contact:
Pedro Saenz

Address:
24105 Brushline Rd
Edinburg, TX 78542

Phone:
(956) 380-1509

Website:
N/A

Submission Date:
Jan 23, 2024 2:30 PM

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

PEGA_Proposal.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI-PegaJPS.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest-PEGA.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire-PEGA.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation-PEGA.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HB_89-PEGA.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SB_13-PEGA.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SB_19-PEGA.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts

that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

No response submitted

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

Past_Performance-PEGA.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond-PEGA.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Qualifications-PEGA.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Certificate_of_Bidders-PEGA.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Material_List-PEGA.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non-Bribery-PEGA.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

No response submitted

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

- L - Payment Bond.pdf

No response submitted

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Ins-PEGA.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business-PEGA.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Certificate_of_Debarment-PEGA.pdf

6. CDBG Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER, VERIFYING AN ACTIVE REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD.*
Please download, complete and upload the document below.

- SAM_Registration_and_Activa...

SAM-PEGA.pdf

PLEASE REVIEW AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Debarment_and_Suspension_Ce...

Debarment-PEGA.pdf

PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Conflict_of_Interest-_Summa...

Conflict_of_Interest_Rules-PEGA.pdf

PLEASE REVIEW AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Please download, complete and upload the document below.

- CDBG_Affidavit.pdf

Conflict_of_Interest_Affidavit_CDBG-PEGA.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Equal_Employment_Opportunit...

US_Dept._of_Housing-PEGA.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY (IF APPLICABLE) AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Equal_Opportunity_Employer-...

No response submitted

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water-PEGA.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the document below.

- Non-Lobbying_Activities.pdf

Non-Lobbying-PEGA.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE. THIS DOCUMENT MUST BE NOTARIZED.*
Please download, complete and upload the document below.

- Non-Collusion_Affidavit.pdf

Non-Collusion-PEGA.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT IN ACCORDANCE WITH DAVIS-BACON AND RELATED ACTS, UPLOAD HERE.*
Please download, complete and upload the document below.

- Certificate_Designating_Sup...

Contractor-Sub-PEGA.pdf

PLEASE FILL OUT AND SIGN THE INFORMATION REGARDING USE OF MINORITY OWNED BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES AND UPLOAD HERE (IF APPLICABLE)*
Please download, complete and upload the document below.

- Minority_and_Womens_Busines...

Minority_and_Womens-PEGA.pdf

PLEASE FILL OUT, SIGN, AND UPLOAD THE BUY AMERICA REQUIREMENTS FORM.*
Please download, complete and upload the document below.

- BuyAmerica_Form.pdf

Buy_America-PEGA.pdf

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL CONTRACT PROVISIONS.
Please review document for project regulatory compliance.

- Federal_Contract_Provisions...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE APPLICABLE FEDERAL REGISTER APPENDIX II.
Please review document for project regulatory compliance.

- Federal_Register_2_CFR_PART...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE THE APPLICABLE LABOR WAGE DECISION DOCUMENT.

Please review document for project regulatory compliance. This document must be posted at job site when project is underway.

- Wage_Decision_TX_20230003.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE LABOR STANDARDS REGULATIONS.
Please review document for project regulatory compliance.

- Title_29_Labor_Regulations.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS.*
Please review document for project regulatory compliance.

- Davis_Bacon_Labor_Standards...

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE SEE REQUIRED JOB SITE BULLETIN BOARD POSTERS.
Please review document for project regulatory compliance. These documents must be posted at job site when project is underway.

- Jobsite_Posters_Required.pdf

No response submitted

FOR RESPONDENT'S INFORMATION ONLY: PLEASE READ THE SECTION 3 ELIGIBILITY REQUIREMENTS.*
Please review document for project regulatory compliance.

- Section_3_Information_and_E...

No response submitted

PRICE TABLES

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	$50,000.00	$50,000.00
2	Traffic Control	1	LS	$5,000.00	$5,000.00
3	Manhole	10	EA	$4,500.00	$45,000.00
4	Type A Inlet w/Extension	6	EA	$5,500.00	$33,000.00
5	Type A Inlet w/2 Extensions	1	EA	$5,950.00	$5,950.00
6	36" R.C.P. Class V Rubber Gasket	90	LF	$175.00	$15,750.00
7	36" R.C.P. Class III Rubber Gasket	434	LF	$160.00	$69,440.00
8	30" R.C.P. Class III Rubber Gasket	237	LF	$120.00	$28,440.00
9	24" R.C.P. Class III Rubber Gasket	143	LF	$130.00	$18,590.00
10	18" R.C.P. Class III Rubber Gasket	625	LF	$62.00	$38,750.00
11	36" Jack Boring	80	LF	$1,400.00	$112,000.00
12	24" Jack Boring	50	LF	$1,300.00	$65,000.00
13	Concrete Rip-Rap @ 6"	17	CY	$300.00	$5,100.00
14	Excavation and Hauling	21,700	CY	$15.00	$325,500.00
15	SW3P Plan & Implementation	1	LS	$3,000.00	$3,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Prep ROW and Brush Clearing	3.5	AC	$6,500.00	$22,750.00
17	Removal of R.C.P	103	LF	$25.00	$2,575.00
18	Removal of Curb Inlet	1	EA	$600.00	$600.00
19	Trench Protection	827	LF	$2.00	$1,654.00
20	Stabilized Backfill	411	CY	$50.00	$20,550.00
21	Outfall Trash Rack	1	EA	$5,000.00	$5,000.00
22	Project Sign (4'x8')	1	EA	$2,500.00	$2,500.00
TOTAL					**$876,149.00**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	$50.00	$42,650.00
2	Remove and Replace Wood Fence	120	LF	$50.00	$6,000.00
3	Remove Curb & Gutter	132	LF	$30.00	$3,960.00
TOTAL					**$52,610.00**

OPEN

Brennaaleen Drainage Improvements Phase 1

Last updated by Addendum #2 on Jan 15, 2024 4:31 PM

Request for Bids

Engineering

90900, 91187, 91345

Project ID: 2024-06

Release Date: Wednesday, December 27, 2023

Due Date: Tuesday, January 23, 2024 3:00pm

Posted Wednesday, December 27, 2023 10:00am

All dates & times in Central Time

Draft Response | Events RSVP | No Bid

Time Remaining: 4 days, 1 hours, 22 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	2
Addenda	2
Notices	0

Addendum #1

Jan 10, 2024 3:09 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Request for Bids for the Brennaaleen Drainage Improvements Phase 1:

Changes are as follows:

*Pricing Proposal table update.

*Plans drawings update.

Please be sure to review the changes made to the project documents.
100%_Brennaaleen_Cedar_Drainage_Improvements_1.10.24_Revisions.pdf

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Addendum #2

Jan 15, 2024 4:31 PM

All Addenda issued with respect to this Bid shall be considered official changes to the original Solicitation documents and shall become a part of the Contract documents. The following changes shall become part of the Request for Bids for the Brennaaleen Drainage Improvements Phase 1:

Changes are as follows:

*Pricing Proposal table update (**Roadway section added**)

* Opening due date change from 1-16-2024 to 1-23-2024 at 3:00PM CST

No Notices Have Been Issued

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 426-286-1
PEGA JPS UTILITIES, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542-0937

COVERAGES CERTIFICATE NUMBER: 16 REVISION NUMBER: 0

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: X POLICY PRO-JECT LOC OTHER:	N	N	1873598	09/26/2023	09/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1873598	09/26/2023	09/26/2024	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	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

16 0

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.**

PEGA JPS Utilities, 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.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

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 Pedro Sanz

Signature of vendor doing business with the governmental entity

01/23/24

Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: PEGA JPS Utilities, LLC
(Full, correct legal name)

- Address: 24105 Brushline Rd., Edinburg, TX 78542
- Telephone/Fax: 956-380-1509
- Email address: pedro@pegajps.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? 24105 Brushline Rd., Edinburg, TX 78542

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?

10 (years) 0 (months)

c. State the number of full-time employees at the Edinburg office. 15-20

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: Pedro Saenz
Address: 24105 Brushline Rd., Edinburg, TX 78542
Telephone: 956-380-1509
Fax: _____
Email: pedro@pegajps.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, Pedro Saenz, the undersigned representative of PEGA JPS Utilities, 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.

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Pedro Saenz, the undersigned representative of

PEGA JPS Utilities, 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.

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Pedro Saenz, the undersigned representative of

PEGA JPS Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

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:
2024-1112053

Date Filed:
01/15/2024

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
PEGA JPS Utilities, LLC
Edinburg, TX United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024-06
Construction services for Drainage Improvements

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 Pedro Saenz, and my date of birth is 02/23/60.

My address is 14656 FM 2812 (street), Edcouch (city), TX (state), 78538 (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 23rd day of January (month), 2024 (year).

Pedro Saenz
Signature of authorized agent of contracting business entity
(Declarant)

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PEGA

Reference Company Name: Rhodes Development

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: 

Printed Name: Oscar Cordova

Date: 1/15/2024

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PEGA JPS Utilities, LLC		
Corporate Office 24105 Brushline Rd., Edinburg, TX 78542			
Name:	Pedro Saenz	Phone number:	956-380-1509
Title:	President	Email address:	pedro@pegajps.com
Business address of corporate office:	24105 Brushline Rd		
	Edinburg, Texas 78542		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
■ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	JAN 2014	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	■ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	NONE	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Alvaro Saenz	Title:	Member
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:	Pedro D. Saenz	Title:	Member
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:	Pedro Saenz	Title:	President
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
■ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Alvaro Saenz	
Safety Certifications OSHA Certified		
Certification Name	Issuing Agency	Expiration
30 HR Construction Safety and Health	OSHA	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
PEGA JPS Utilities	1.01		38470	1.53		32548	1.39		30805

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ■ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ■ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Florida
Is surety authorized to provide surety bonds in the Project location?	■ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ■ Yes ☐ No	
Mailing Address (principal place of business):	55 West Street
	Keene, NH 03431

Physical Address (principal place of business):	4601 Touchton Road East		
	Suite 3400		
	Jacksonville, FL 32256		
Phone (main):	603-354-5281	Phone (claims):	603-358-1437

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		FEDERATED Mutual Insurance	
Insurance Provider		Type of Policy (Coverage Provided)	
FEDERATED Mutual Insurance		GL, Auto, Equipment (Inland Marine)	
Are providers licensed or authorized to issue policies in the Project location?		■ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		■ Yes ☐ No	
Mailing Address (principal place of business):	P.O. BOX 328		
	OWATONNA, MN 55060		
Physical Address (principal place of business):	121 East Park Square		
	Owatonna, MN 55060-3046		
Phone (main):	888-333-4949	Phone (claims):	888-333-4949

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15-20
Estimate of revenue for the current year:	$4-5 Million
Estimate of revenue for the previous year:	$4.6 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: >30 years				
As a general contractor:	20+	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No
Been released from a bid in the past 5 years? ☐ Yes ■ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ■ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ■ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ■ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: PEGA JPS Utilities, LLC
(typed or printed name of organization)

By: Pedro Saenz
(individual's signature)

Name: Pedro Saenz
(typed or printed)

Title: President
(typed or printed)

Date: January 16, 2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
24105 Brushline Rd.
Edinburg, Texas 78542

Designated Representative:

Name: Alvaro Saenz
(typed or printed)

Title: Member
(typed or printed)

Address:
24105 Brushline Rd.
Edinburg, Texas 78542

Phone: 956-380-1509

Email: alvaro@pegajps.com

Schedule A– Current Projects

Name of Organization	PEGA JPS Utilities, LLC			
Project Owner	Rhodes Enterprises, Inc.	Project Name	Stewart Coves Subdivision	
General Description of Project	Installation of Water, Sanitary, and Drainage systems for new subdivision			
Project Cost	$1,175,000	Date Project	December 1, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-274-5429	alvaro@pegajps.com

Project Owner	Evergreen Land & Properties, LLC	Project Name	Emerald Acres - Utility Improvements	
General Description of Project	Installation of Water and Drainage systems for new subdivision			
Project Cost	$820,345	Date Project	November 8, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Pedro D. Saenz	Pedro D. Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Evergreen Land & Properti	956-661-8888	shavi@aurielinvestments.com>
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Pedro D. Saenz	Project Manager	PEGA JPS Utilities	956-250-7966	petersaenz193@gmail.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization	PEGA JPS Utilities, LLC			
Project Owner	Rhodes Enterprises, Inc.	Project Name	Paso Real Coves PH I	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$1,878,591	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Saenz	Frank Saenz	Frank Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Frank Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	frank@pegajps.com

Project Owner	Domain Development	Project Name	Falcon's Cove Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$1,524,749	Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Domain Developmet	956-661-8888	shavi@aurielinvestments.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-274-5429	alvaro@pegajps.com

Project Owner	Rhodes Enterprises, Inc.	Project Name	Aqualina at Tres Lagos PH II	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$916,420	Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Silvestre Saenz	Silvestre Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Silvestre Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	

Schedule B– Previous Experience with Similar Projects

Name of Organization	PEGA JPS Utilities, LLC				
Project Owner	Rhodes Enterprises, Inc.		Project Name	Cascada at Tres Lagos PH III	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$1,170,757		Date Project	August 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Frank Saenz	Frank Saenz	Frank Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Frank Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	frank@pegajps.com

Project Owner	Domain Development		Project Name	The District at McAllen	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$646,854		Date Project	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Silvestre Saenz	Silvestre Saenz	Alvaro Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Domain Developmet	956-661-8888	shavi@aurielinvestments.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Silvestre Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	

Project Owner	Rhodes Enterprises, Inc.		Project Name	Belterra at Tres Lagos PH I Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$1,039,331		Date Project	October 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	alvaro@pegajps.com

Schedule C– Key Individuals

Project Manager			
Name of individual		Pedro Saenz	
Years of experience as project manager		>30	
Years of experience with this organization		10	
Number of similar projects as project manager		>50	
Number of similar projects in other positions		>100	
Current Project Assignments Two			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		25	03/15/24
Emerald Acres Subdivision		25	04/25/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Garcia	Name	Mario Reyna
Title/Position	Project Inspector	Title/Position	Project Engineer
Organization	Military Highway WSC	Organization	Melden & Hunt, Inc.
Telephone	(956) 565-2491	Telephone	(956) 380-0981
Email	Dgmhwsc2@aol.com	Email	mario@meldenandhunt.com
Project	MHWSC N. 12" WL	Project	Tres Lagos Subdivisions
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer
Project Superintendent			
Name of individual		Alvaro Saenz	
Years of experience as project superintendent		>15	
Years of experience with this organization		10	
Number of similar projects as project superintendent		>30	
Number of similar projects in other positions		>50	
Current Project Assignments One			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		50	03/15/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Juan Vela	Name	
Title/Position	Engineering Inspector	Title/Position	
Organization	Melden & Hunt, Inc.	Organization	
Telephone	956-380-0981	Telephone	
Email	juan@meldenandhunt.com	Email	
Project	Tres Lagos Subdivisions	Project	
Candidate's role on project	Project Superintendent	Candidate's role on project	

Safety Manager			
Name of individual		Alvaro Saenz	
Years of experience as project manager		2	
Years of experience with this organization		10	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments One			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		50	03/15/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Pedro Saenz	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23 day of January, 2024.

PEGA JPS Utilities, LLC
Name of Bidder

Pedro Sanz
Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
SK210 Excavator	Yes	
LG848 Wheel Loader	Yes	
420D CAT Backhoe	Yes	
D5 CAT Dozer	Yes	
48" Padfoot Compactor	Yes	
2000ga Water Truck	Yes	
1994 Dump Truck	Yes	
Semi-Truck and Lowboy Trailer	Yes	
JD310 Backhoe	Yes	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Storm RCP	ROYAL Precast
Storm RCP	CAPA
Storm Inlets	L&R Precast
Concrete	Transit Ready Mix

BIDDER

Executed this: 23rd Day of : January 20.24

By: Pedro Saenz PEGA JPS Utilities, LLC

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: HIDALGO

Subscribed and sworn to before me this: 23rd day of JANUARY 2024

Jose L. Saenz

NOTARY PUBLIC

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

END OF SECTION

24106 Brushline Road
Edinburg, TX 78542
Phone: (956) 380-1609
Fax: (956) 380-1593
E-Mail: admin@pegajps.com

January 23, 2024

Dear City of Edinburg:

The undersigned party certifies that **PEGA JPS Utilities, LLC** complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Pedro Saenz
Printed name

Pedro Saenz
Signature

PRESIDENT
Position in bidding company

01/23/24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared

Pedro Saenz, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

PEGA JPS Utilities, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Pedro Saenz
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 23, 2024.
[Date]

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

[Notary Seal]

Jose L Saenz
Notary Public in and for the State of TEXAS

Jose L. Saenz
[Print or type Notary Public name]

My Commission Expires: November 12, 2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: PEGA JPS Utilities, LLC
State of Incorporation: Texas
Mailing Address: 24105 Brushline Rd., Edinburg, TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Pedro Saenz, President
[Typed Name and Title of Authorized Representative]

Pedro Saenz
[Signature of Authorized Representative]

01/23/2024
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

PEGA JPS Utilities, LLC
[Typed Name of Company:]

Pedro Saenz, President
[Typed Name & Title of Authorized Representative]

Pedro Saenz
[Signature of Authorized Representative]

01/23/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: WRDLNNCH33E6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
PEGA JPS Utilities, LLC	01/23/2024
Signature of Authorized Certifying Official	Title
Pedro Sams	President

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: January 23, 2024

Company/Vendor Name: PEGA JPS Utilities, LLC

Printed Name and Title: Pedro Saenz, President

Authorized Signatory: Pedro Saenz

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: January 23, 2024

Company/Vendor Name: PEGA JPS Utilities, LLC

Printed Name and Title: Pedro Saenz, President

Authorized Signatory: Pedro Saenz

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: PEGA JPS Utilities, LLC

Address and Zip Code: 24105 Brushline Rd
Edinburg, TX 78542

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Pedro Saenz, President
(Name and Title of Signer – please type)

Pedro Saenz
Signature

January 23, 2024
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Pedro Saenz

Name of Contractor's Authorized Official: Pedro Saenz

Title of Contractor's Authorized Official: President

Date: 01/23/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pedro Saenz	President
NAME	TITLE
Pedro Saenz	January 23, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Pedro Saenz, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of PEGA JPS Utilities, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Pedro Saenz Date: 01/23/2024

Title: President Notary: Jose L. Saenz

(Apply Notary Seal)

(Print or type names under all signatures)

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements PH 1 Date: January 23, 2024

Location: Edinburg, Texas Project No.: 2024-06

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Joel Saenz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January 29, 2024: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee) PEGA JPS Utilities, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

Alvaro Saenz (Signature) Member (Title)

Pedro D. Saenz (Signature) Member (Title)

Pedro Saenz (Signature) President (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Edinburg

Project Number 2024-06

Contractor/Engineer PEGA JPS Utilities, LLC

Address, City, State, and Zip 24105 Brushline Rd., Edinburg, TX 78542

Contact Person Pedro Saenz Telephone No 956-380-1509

Amount of Contract $ 928,759 MBE Percentage 100% WBE Percentage: 0%

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: January 23, 2024

Signature: Pedro Sanz

Company Name: PEGA JPS Utilities, LLC

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	Stabilized Backfill	411	CY	50.00	20,550.00
21	Outfall Trash Rack	1	EA	5,000.00	5,000.00
22	Project Sign (4'x8')	1	EA	2,500.00	2,500.00
TOTAL					**$ 876,149.00**

ROADWAY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Restore	853	SY	50.00	42,650.00
2	Remove and Replace Wood Fence	120	LF	50.00	6,000.00
3	Remove Curb & Gutter	132	LF	30.00	3,960.00
TOTAL					**$ 52,610.00**

6. Pricing Proposal

BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Bonds/Insurance	1	LS	50,000.00	50,000.00
2	Traffic Control	1	LS	5,000.00	5,000.00
3	Manhole	10	EA	4,500.00	45,000.00
4	Type A Inlet w/Extension	6	EA	5,500.00	33,000.00
5	Type A Inlet w/2 Extensions	1	EA	5,950.00	5,950.00
6	36" R.C.P. Class V Rubber Gasket	90	LF	175.00	15,750.00
7	36" R.C.P. Class III Rubber Gasket	434	LF	160.00	69,440.00
8	30" R.C.P. Class III Rubber Gasket	237	LF	120.00	28,440.00
9	24" R.C.P. Class III Rubber Gasket	143	LF	130.00	18,590.00
10	18" R.C.P. Class III Rubber Gasket	625	LF	62.00	38,750.00
11	36" Jack Boring	80	LF	1,400.00	112,000.00
12	24" Jack Boring	50	LF	1,300.00	65,000.00
13	Concrete Rip-Rap @ 6"	17	CY	300.00	5,100.00
14	Excavation and Hauling	21,700	CY	15.00	325,500.00
15	SW3P Plan & Implementation	1	LS	3,000.00	3,000.00
16	Prep ROW and Brush Clearing	3.5	AC	6,500.00	22,750.00
17	Removal of R.C.P	103	LF	25.00	2,575.00
18	Removal of Curb Inlet	1	EA	600.00	600.00
19	Trench Protection	827	LF	2.00	1,654.00

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 426-286-1
PEGA JPS UTILITIES, LLC
24105 BRUSHLINE RD
EDINBURG, TX 78542-0937

COVERAGES CERTIFICATE NUMBER: 16 REVISION NUMBER: 0

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: X POLICY PRO-JECT LOC OTHER:	N	N	1873598	09/26/2023	09/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1873598	09/26/2023	09/26/2024	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	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

16 0

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.**

PEGA JPS Utilities, 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.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

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 Pedro Sanz

Signature of vendor doing business with the governmental entity

01/23/24

Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: PEGA JPS Utilities, LLC
(Full, correct legal name)

- Address: 24105 Brushline Rd., Edinburg, TX 78542
- Telephone/Fax: 956-380-1509
- Email address: pedro@pegajps.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? 24105 Brushline Rd., Edinburg, TX 78542

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?

10 (years) 0 (months)

c. State the number of full-time employees at the Edinburg office. 15-20

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: Pedro Saenz
Address: 24105 Brushline Rd., Edinburg, TX 78542
Telephone: 956-380-1509
Fax: _____
Email: pedro@pegajps.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, Pedro Saenz, the undersigned representative of PEGA JPS Utilities, 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.

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Pedro Saenz, the undersigned representative of

PEGA JPS Utilities, 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.

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Pedro Saenz, the undersigned representative of

PEGA JPS Utilities, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

Pedro Saenz

SIGNATURE OF COMPANY REPRESENTATIVE:

Pedro Saenz, President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: PEGA

Reference Company Name: Rhodes Development

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: 

Printed Name: Oscar Cordova

Date: 1/15/2024

BID BOND

THE MAIN STREET AMERICA GROUP

Trusted Choice

CONTRACTOR: *(Name, legal status and address)*
Pega JPS Utilities, LLC
24105 Brushline Road
Edinburg, TX 78542

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
416 W UNIVERSITY DR.
EDINBURG, TEXAS 78539

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
BRENNAALEEN DRAINAGE IMPROVEMENTS PHASE 11

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024.

Pega JPS Utilities, LLC

(Witness)

(Principal) *(Seal)*

Pedro Saenz, President
(Title)

NGM Insurance Company

(Witness)

(Surety) *(Seal)*

Andy Alvarez
(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32246 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120791

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 928597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 16th day of January, 2024.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	PEGA JPS Utilities, LLC		
Corporate Office 24105 Brushline Rd., Edinburg, TX 78542			
Name:	Pedro Saenz	Phone number:	956-380-1509
Title:	President	Email address:	pedro@pegajps.com
Business address of corporate office:	24105 Brushline Rd		
	Edinburg, Texas 78542		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
■ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	JAN 2014	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	■ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	NONE	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Alvaro Saenz	Title:	Member
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:	Pedro D. Saenz	Title:	Member
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:	Pedro Saenz	Title:	President
Authorized to sign contracts: ■ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
■ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Alvaro Saenz	
Safety Certifications OSHA Certified		
Certification Name	Issuing Agency	Expiration
30 HR Construction Safety and Health	OSHA	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
PEGA JPS Utilities	1.01		38470	1.53		32548	1.39		30805

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ■ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ■ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Florida
Is surety authorized to provide surety bonds in the Project location?	■ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ■ Yes ☐ No	
Mailing Address (principal place of business):	55 West Street
	Keene, NH 03431

Physical Address (principal place of business):	4601 Touchton Road East		
	Suite 3400		
	Jacksonville, FL 32256		
Phone (main):	603-354-5281	Phone (claims):	603-358-1437

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		FEDERATED Mutual Insurance	
Insurance Provider		Type of Policy (Coverage Provided)	
FEDERATED Mutual Insurance		GL, Auto, Equipment (Inland Marine)	
Are providers licensed or authorized to issue policies in the Project location?		■ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		■ Yes ☐ No	
Mailing Address (principal place of business):	P.O. BOX 328		
	OWATONNA, MN 55060		
Physical Address (principal place of business):	121 East Park Square		
	Owatonna, MN 55060-3046		
Phone (main):	888-333-4949	Phone (claims):	888-333-4949

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15-20
Estimate of revenue for the current year:	$4-5 Million
Estimate of revenue for the previous year:	$4.6 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: >30 years				
As a general contractor:	20+	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ■ No
Been released from a bid in the past 5 years? ☐ Yes ■ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ■ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ■ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ■ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: PEGA JPS Utilities, LLC
(typed or printed name of organization)

By: Pedro Saenz
(individual's signature)

Name: Pedro Saenz
(typed or printed)

Title: President
(typed or printed)

Date: January 16, 2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
24105 Brushline Rd.
Edinburg, Texas 78542

Designated Representative:

Name: Alvaro Saenz
(typed or printed)

Title: Member
(typed or printed)

Address:
24105 Brushline Rd.
Edinburg, Texas 78542

Phone: 956-380-1509

Email: alvaro@pegajps.com

Schedule A– Current Projects

Name of Organization	PEGA JPS Utilities, LLC			
Project Owner	Rhodes Enterprises, Inc.	Project Name	Stewart Coves Subdivision	
General Description of Project	Installation of Water, Sanitary, and Drainage systems for new subdivision			
Project Cost	$1,175,000	Date Project	December 1, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-274-5429	alvaro@pegajps.com

Project Owner	Evergreen Land & Properties, LLC	Project Name	Emerald Acres - Utility Improvements	
General Description of Project	Installation of Water and Drainage systems for new subdivision			
Project Cost	$820,345	Date Project	November 8, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Pedro D. Saenz	Pedro D. Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Evergreen Land & Properti	956-661-8888	shavi@aurielinvestments.com>
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Pedro D. Saenz	Project Manager	PEGA JPS Utilities	956-250-7966	petersaenz193@gmail.com

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization	PEGA JPS Utilities, LLC			
Project Owner	Rhodes Enterprises, Inc.	Project Name	Paso Real Coves PH I	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$1,878,591	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Saenz	Frank Saenz	Frank Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Frank Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	frank@pegajps.com

Project Owner	Domain Development	Project Name	Falcon's Cove Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$1,524,749	Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Domain Developmet	956-661-8888	shavi@aurielinvestments.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-274-5429	alvaro@pegajps.com

Project Owner	Rhodes Enterprises, Inc.	Project Name	Aqualina at Tres Lagos PH II	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision			
Project Cost	$916,420	Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Silvestre Saenz	Silvestre Saenz	Alvaro Saenz	Pedro Saenz

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Silvestre Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	

Schedule B– Previous Experience with Similar Projects

Name of Organization	PEGA JPS Utilities, LLC				
Project Owner	Rhodes Enterprises, Inc.		Project Name	Cascada at Tres Lagos PH III	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$1,170,757		Date Project	August 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Frank Saenz	Frank Saenz	Frank Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Frank Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	frank@pegajps.com

Project Owner	Domain Development		Project Name	The District at McAllen	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$646,854		Date Project	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Silvestre Saenz	Silvestre Saenz	Alvaro Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shavi Mahtani	Owner	Domain Developmet	956-661-8888	shavi@aurielinvestments.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Silvestre Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	

Project Owner	Rhodes Enterprises, Inc.		Project Name	Belterra at Tres Lagos PH I Subdivision	
General Description of Project	Installation of Water, Sanitary Sewer and Drainage systems for new subdivision				
Project Cost	$1,039,331		Date Project	October 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alvaro Saenz	Alvaro Saenz	Alvaro Saenz	Pedro Saenz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Oscar Cordova	Project Manager	Rhodes Enterprises	956-287-2800	ocordova@rhodesenterprises.com
Designer	Mario Reyna, P.E.	Project Engineer	Melden & Hunt	956-381-0981	mario@meldenandhunt.com
Construction Manager	Alvaro Saenz	Project Manager	PEGA JPS Utilities	956-998-8265	alvaro@pegajps.com

Schedule C– Key Individuals

Project Manager			
Name of individual		Pedro Saenz	
Years of experience as project manager		>30	
Years of experience with this organization		10	
Number of similar projects as project manager		>50	
Number of similar projects in other positions		>100	
Current Project Assignments Two			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		25	03/15/24
Emerald Acres Subdivision		25	04/25/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Garcia	Name	Mario Reyna
Title/Position	Project Inspector	Title/Position	Project Engineer
Organization	Military Highway WSC	Organization	Melden & Hunt, Inc.
Telephone	(956) 565-2491	Telephone	(956) 380-0981
Email	Dgmhwsc2@aol.com	Email	mario@meldenandhunt.com
Project	MHWSC N. 12" WL	Project	Tres Lagos Subdivisions
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer
Project Superintendent			
Name of individual		Alvaro Saenz	
Years of experience as project superintendent		>15	
Years of experience with this organization		10	
Number of similar projects as project superintendent		>30	
Number of similar projects in other positions		>50	
Current Project Assignments One			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		50	03/15/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Juan Vela	Name	
Title/Position	Engineering Inspector	Title/Position	
Organization	Melden & Hunt, Inc.	Organization	
Telephone	956-380-0981	Telephone	
Email	juan@meldenandhunt.com	Email	
Project	Tres Lagos Subdivisions	Project	
Candidate's role on project	Project Superintendent	Candidate's role on project	

Safety Manager			
Name of individual		Alvaro Saenz	
Years of experience as project manager		2	
Years of experience with this organization		10	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments One			
Name of assignment		Percent of time used for this project	Estimated project completion date
Stewart Coves Subdivision		50	03/15/24
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Pedro Saenz	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23 day of January, 2024.

PEGA JPS Utilities, LLC
Name of Bidder

Pedro Sanz
Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
SK210 Excavator	Yes	
LG848 Wheel Loader	Yes	
420D CAT Backhoe	Yes	
D5 CAT Dozer	Yes	
48" Padfoot Compactor	Yes	
2000ga Water Truck	Yes	
1994 Dump Truck	Yes	
Semi-Truck and Lowboy Trailer	Yes	
JD310 Backhoe	Yes	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Storm RCP	ROYAL Precast
Storm RCP	CAPA
Storm Inlets	L&R Precast
Concrete	Transit Ready Mix

BIDDER

Executed this: 23rd Day of : January 20.24

By: Pedro Saenz PEGA JPS Utilities, LLC

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: HIDALGO

Subscribed and sworn to before me this: 23rd day of JANUARY 2024

Jose L. Saenz

NOTARY PUBLIC

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

END OF SECTION

24106 Brushline Road
Edinburg, TX 78542
Phone: (956) 380-1609
Fax: (956) 380-1593
E-Mail: admin@pegajps.com

January 23, 2024

Dear City of Edinburg:

The undersigned party certifies that **PEGA JPS Utilities, LLC** complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Pedro Saenz
Printed name

Pedro Saenz
Signature

PRESIDENT
Position in bidding company

01/23/24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared

Pedro Saenz, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

PEGA JPS Utilities, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Pedro Saenz
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 23, 2024.
[Date]

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

[Notary Seal]

Jose L Saenz
Notary Public in and for the State of TEXAS

Jose L. Saenz
[Print or type Notary Public name]

My Commission Expires: November 12, 2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: PEGA JPS Utilities, LLC
State of Incorporation: Texas
Mailing Address: 24105 Brushline Rd., Edinburg, TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Pedro Saenz, President
[Typed Name and Title of Authorized Representative]

Pedro Saenz
[Signature of Authorized Representative]

01/23/2024
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

PEGA JPS Utilities, LLC
[Typed Name of Company:]

Pedro Saenz, President
[Typed Name & Title of Authorized Representative]

Pedro Saenz
[Signature of Authorized Representative]

01/23/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: WRDLNNCH33E6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was in place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded form the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it not its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to testify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into an lower tier transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
PEGA JPS Utilities, LLC	01/23/2024
Signature of Authorized Certifying Official	Title
Pedro Sams	President

CONFLICT OF INTEREST

SUMMARY OF RULES FOR CDBG CONTRACTORS

I. Introduction

Prospective CDBG 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 CDBG funding to the program and/or to the City, and in some cases can result in civil or criminal liability.

Organizations that are requesting CDBG funding should ask themselves the following questions:

* Are any of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board that will participate in the City's CDBG selection process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board members,
  - a City employee or consultant who exercises CDBG-related functions as part of their City position?
  - a member of the Community Development Board will participate in the City's CDBG selection process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from CDBG funds (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 CDBG funds (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 CDBG-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 program?

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 in which CDBG funding will be utilized, 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 below. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal and State Conflict of Interest Laws govern activities funded with CDBG funds:

* HUD conflict of interest regulations (24 CFR Part 570.611 and 24 CFR Part 85.36)
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual – General Ethical Standards

II. City Officials, Their Family or Business Partners Benefiting from CDBG Projects.

HUD rule. The HUD conflict of interest rule prohibits any "covered person" associated with the City (as defined below) from obtaining a financial interest or benefit from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the City and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the City who, with respect to CDBG- funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. City staff members or consultants who exercise the above roles or function with respect to the CDBG activity are considered "covered persons." For purposes of the CDBG program, a "covered person" specifically includes any member of the Edinburg City Council, or any director of any Board associated with reviewing and making recommendations on the funding for the contract, whether or not that Councilmember or director actually participated in the review or recommendation. "Covered person" may also include members of other City boards and commissions, if that board or commission has exercised functions or decision-making with respect to the CDBG activity. The HUD rule further prohibits anyone with "family or business ties" to the covered public official from receiving a financial interest or benefit.

State law. State law requires a local public official with substantial interest in a business entity or in real property, to file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature of and extent of the interest. The state law requires that any public official of the City, should publicly recuse him/herself from participating in any discussions relating to the CDBG grant-making process. Failure of the person to recuse him/herself ***before*** the discussions begin may disqualify the organization's application for funds.

III. Interests of persons associated with the contractor.

The HUD rule also addresses financial interests that are held by certain persons associated with a CDBG contractor. The HUD rule prohibits any "covered person" associated with the

contractor from obtaining a financial interest or benefit (with the exception of the use of CDBG funds to pay salaries and other related administrative and personnel costs) from a CDBG assisted activity or contract, or the proceeds under any such contract, during that covered person's tenure with the contractor and for one year thereafter. A "covered person" is defined by HUD as any employee, agent, consultant, officer, or elected or appointed official of the contractor who, with respect to CDBG-funded activities under the contract: (a) exercises or has exercised any functions or responsibilities; or, (b) is in a position to participate in a decision-making process; or, (c) is in a position to gain inside information. This rule extends to those with whom the covered person has "family or business ties" (as defined above). This rule would, for example, prohibit certain employees or directors of a CDBG contractor from using CDBG funds to pay for rent on property owned by that employee or director, as well as family and business associates of that person.

IV. Remedies and Sanctions.

The CDBG grant contract provides that if a CDBG contractor fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the City may (1) suspend CDBG payments, (2) terminate the contract, (3) require reimbursement by the contractor to the City or to HUD of any amounts already disbursed, and/or (4) bar future CDBG funding of the contractor by the City. In addition, the City may suspend payments or terminate the contract in the event HUD suspends or terminates its grant to the City for conflict of interest reasons, or in the event the City reasonably determines that an improper conflict of interest situation may arise from payments under the contract. This could happen whether or not the contractor is responsible for the conflict of interest situation.

Certification:

I, the undersigned, acknowledge and certify that I have read and understand the summary of Rules for CDBG Contractors.

Date: January 23, 2024

Company/Vendor Name: PEGA JPS Utilities, LLC

Printed Name and Title: Pedro Saenz, President

Authorized Signatory: Pedro Saenz

THE CITY OF Edinburg

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

> *24 CFR Part 570.611 (b) Conflicts prohibit*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
>
> *24 CFR Part 570.611 (c) Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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: January 23, 2024

Company/Vendor Name: PEGA JPS Utilities, LLC

Printed Name and Title: Pedro Saenz, President

Authorized Signatory: Pedro Saenz

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: PEGA JPS Utilities, LLC

Address and Zip Code: 24105 Brushline Rd
Edinburg, TX 78542

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Pedro Saenz, President
(Name and Title of Signer – please type)

Pedro Saenz
Signature

January 23, 2024
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Pedro Saenz

Name of Contractor's Authorized Official: Pedro Saenz

Title of Contractor's Authorized Official: President

Date: 01/23/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pedro Saenz	President
NAME	TITLE
Pedro Saenz	January 23, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Pedro Saenz, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of PEGA JPS Utilities, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Pedro Saenz Date: 01/23/2024

Title: President Notary: Jose L. Saenz

(Apply Notary Seal)

(Print or type names under all signatures)

JOSE LUIS SAENZ
Notary ID #124743563
My Commission Expires
November 12, 2027

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name: Brennaaleen Drainage Improvements PH 1 Date: January 23, 2024

Location: Edinburg, Texas Project No.: 2024-06

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for Drainage Improvements in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Joel Saenz, whose signature appears below, to supervise the payment

of (my) (our) employees beginning January 29, 2024: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee) PEGA JPS Utilities, LLC (Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

Alvaro Saenz (Signature) Member (Title)

Pedro D. Saenz (Signature) Member (Title)

Pedro Saenz (Signature) President (Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of sub-agreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

i. Specific description of the work to be subcontracted;

ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;

iii. Date quotation is due to the bidder;

iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

3. Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance
It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:
1. Names, addresses, and phone numbers of MBE/WBEs expected to perform

work;

2. Work to be performed by the MBEs and WBEs;

3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

4. Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Edinburg

Project Number 2024-06

Contractor/Engineer PEGA JPS Utilities, LLC

Address, City, State, and Zip 24105 Brushline Rd., Edinburg, TX 78542

Contact Person Pedro Saenz Telephone No 956-380-1509

Amount of Contract $ 928,759 MBE Percentage 100% WBE Percentage: 0%

1. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

BUY AMERICA REQUIREMENTS

Buy America Preference (BAP)
Build America, Buy America (BABA)
Infrastructure Investment and Jobs Act (IIJA)

Applicability to Contracts
The Buy America requirements apply to contract awards of $250,000 or more, for the following infrastructure projects:

- Rehabilitation of buildings and real property
- Construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, neighborhood centers, and the conversion of buildings for eligible purposes
- Utility installation or improvements
- Water systems (drinking water and wastewater)
- Electrical transmission facilities and systems
- Broadband infrastructure
- Transportation infrastructure

Infrastructure projects are defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether the infrastructure is the primary purpose of the project.

Flow Down
The Buy America regulations flow down from US. Department of Housing and Urban Development (HUD) recipients (City of Edinburg), to first tier (Prime) contractors, who are responsible for ensuring compliance with requirements for the purchase of US made iron and steel products.

Mandatory Clause/Language
The City hereby notifies all prospective bidders of the Buy America requirements in this HUD funded project. Contract awards will include the following required clause:

> **Buy America, Build America**
> The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The contractor agrees to comply with Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. The contractor understands that Federal funds may not be obligated unless iron and steel manufactured products used in HUD-funded projects are produced in the United States.

A bidder or offeror must submit to the City of Edinburg, the appropriate Buy America certification (below) with all bids or offers on HUD-funded contracts, except those subject to a general waiver.

BIDS OR OFFERS THAT ARE NOT ACCOMPANIED BY A COMPLETED BUY AMERICA CERTIFICATION WILL BE REJECTED AS NONRESPONSIVE. BIDS OR OFFERS THAT SUBMIT A CERTIFICATE OF NON-COMPLIANCE WILL BE REJECTED AS NONRESPONSIVE.THIS REQUIREMENT DOES NOT APPLY TO LOWER TIER SUBCONTRACTORS.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF IRON AND STEEL PRODUCTS.

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: January 23, 2024

Signature: Pedro Sanz

Company Name: PEGA JPS Utilities, LLC

Title: President

OR

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note and all applicable rule and notices as may be amended, if applicable to the project.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and 3E Logistics of TX, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The excavation of a regional detention pond, grading, paving, and installation of storm sewer pipe and drainage structures in the vicinity of the Project area.**

1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFB No. 2024-06 Brennaaleen Cedar Detention Pond Project Phase II.**

ENGINEER

3.01 The Owner has retained **KCI Technologies, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Oscar Garza, P.E.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 31, 2024** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestone 1: Section on detention ponds to be completed within 90 calendar days from section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

Milestone 2: Cedar Drive, Cynthia Drive, and Sherwood Apartments. Section of storm sewer network running along Cynthia Drive, Cedar Drive, and connecting to Sherwood Apartments to be completed within 90 calendar days from section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

The milestones imply the streets are substantially completed and open to traffic. Milestones can be requested by the selected contractor to be reordered with the approval of City Engineer and Engineer of Record.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			**Cost Per Day**
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**

$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**300.00** 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.

4.05 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Mobilization/Bonds/Insurance	LS	1	$27,930.00	$27,930.00
2	Traffic Control	LS	1	$9,849.00	$9,849.00
3	Manhole	EA	10	$6,910.47	$69,104.70
4	Type A Inlet w/Extension	EA	6	$5,375.79	$32,254.74
5	Type A Inlet w/2 Extensions	EA	1	$7,858.62	$7,858.62
6	36" R.C.P. Class V Rubber Gasket	LF	90	$210.64	$18,957.60
7	36" R.C.P. Class III Rubber Gasket	LF	434	$167.67	$72,768.78
8	30" R.C.P. Class III Rubber Gasket	LF	237	$122.04	$28,923.48
9	24" R.C.P. Class III Rubber Gasket	LF	143	$88.76	$12,692.68
10	18" R.C.P. Class III Rubber Gasket	LF	625	$75.72	$47,325.00
11	36" Jack Boring	LF	80	$912.87	$73,029.60
12	24" Jack Boring	LF	50	$624.75	$31,237.50
13	Concrete Rip-Rap @ 6"	CY	17	$406.90	$6,917.30
14	Excavation and Hauling	CY	21700	$6.62	$143,654.00
15	SW3P Plan & Implementation	LS	1	$44,100.00	$44,100.00
16	Prep ROW and Brush Clearing	AC	3.5	$4,777.50	$16,721.25
17	Removal of R.C.P	LF	103	$19.65	$2,023.95
18	Removal of Curb Inlet	EA	1	$514.50	$514.50
19	Trench Protection	LF	827	$4.41	$3,647.07
20	Stabilized Backfill	CY	411	$74.97	$30,812.67
21	Outfall Trash Rack	EA	1	$19,551.00	$19,551.00
22	Project Sign (4'x8')	EA	1	$992.25	$992.25
23	Cut & Restore	853	SY	$41.12	$35,075.36
24	Remove and Replace Wood Fence	120	LF	$36.75	$4,410.00
25	Remove Curb & Gutter	132	LF	$9.04	$1,193.28
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$741,544.33

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**741,544.33**.

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 **65** sheets with each sheet bearing the following general title: **Brennaaleen Cedar Drainage Improvements Project Phases I & II.**
7. Addenda (numbers **1** to **2**, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement

are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 *Notice of Governing Law*

A. The Contractor agrees to abide by the following applicable laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. **Title I of the Housing and Community Development Act of 1974**, as amended.
2. **2 CFR Part 200** Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
3. Agrees to comply with the Federal Contract Provisions found at **2 CFR Part 200-Appendix II**, attached as part of this contract, where applicable.
4. **Debarment, Suspension and Ineligibility.** The Contractor represents and warrants that Contractor and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR Part 24, government debarment and suspension regulations.

5. **Conflict of Interest.** The general rule is that no persons described in **24 CFR Part 570.611(c)** who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
6. Compliance with HUD Federal Labors Standards Provisions (HUD Form 4010), including the **Davis-Bacon and Related Acts**, **Copeland Anti-Kickback Act** and **Contract Work Hours and Safety Standards Act**.
7. Agrees to pay **wage rates on construction work** for this project at least equal to the applicable wage decision, by the **Department of Labor and any wage decision** that supersedes this decision before the contract is awarded.
8. **Equal Employment Opportunity** - Title VII of the Civil Rights Act of 1964, Executive Order 11246.
9. **Section 504** of the Rehabilitation Act of 1973, as amended.
10. **Section 3** of the Housing and Urban Development Act of 1968 (if applicable).
11. The Contractor must comply with the requirements of the **Build America, Buy America (BABA) Act**, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phase Implementation Waiver for FY 2022 and 2023 Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
12. **Clean Water**, **Clean Air**, **Executive Order 11738** and Regulations Provision.
13. **Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.**

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

This Agreement will be effective on **February _____, 2024** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **3E Logistics of TX, LLC** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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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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Community Development Block Grant Program
24 CFR Part 570

FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part by the US Department of Housing and Urban Development Community Development Block Grant (CDBG) Program funds made available to the City of Edinburg. These additional provisions apply when CDBG is used to fund eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. 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.

1. Davis-Bacon Act -29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis- Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than $100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and

regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.

B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin.
3. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;
4. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
5. In all solicitations or advertisements for employees' state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
6. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
7. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
8. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
9. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or otherwise provided by law; and

10. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.

D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order.

F. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

During the performance of this contract, the Contractor, for itself, its assignees and successors interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the
U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or

applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants foremployment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, the that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35
The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309
The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15
The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and subgrants in amounts in excess of $100,000.

13. Section 3 – 24 CFR Part 135
The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low-and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of $100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Non-segregated Facilities – E.O. 11246; 41 CFR Part 60-1.8
The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms

and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any

Subcontractor. The
U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any

   designated public agency or any subrecipient agency that is receiving CDBG funds from the City;

   1. Any member of his/her immediate family;

   2. His or her partner; or

   3. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to subagreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4 year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

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

SECTION 3 CLAUSE

Section 3 projects include housing rehabilitation, housing construction and **other public construction projects** assisted under HUD programs that provide housing and **community development financial assistance** when the total amount of assistance to the **project exceeds a threshold of $200,000**.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75 regulations.
C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
AWARDING OF BIDS
Agenda Item No: 8.B.
RFP 2024-008 New Service Center

1. **Agenda Item:**
Consider Awarding RFP 2024-008, New Service Center to Gerlach Builders the Highest Ranked Proposal and Authorize the City Manager or Designee to Negotiate an Agreement Related Thereto. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The New Service Center initiative is to enhance its operational efficiency and service capabilities by constructing a new state-of-the-art service center and warehouse. This facility will serve as a centralized hub for operations, administrative offices, maintenance workshops, and a modern warehouse to streamline the storage and distribution of essential resources for the departments of Public Works and Utilities Administration.

The project will consist of administrative offices, conference and training facilities, an emergency response center, a new utilities department warehouse facility for high-capacity storage areas, loading docks and gated controlled storage for sensitive materials.

The estimated budget for the construction project of the new service center is funded through the State and Local Fiscal Recovery Funds (SLFRF). This includes construction costs, equipment procurement, technology implementation, and contingency funds.

On Tuesday, January 23, 2024, requests for proposals were opened for RFP 2024-008, New Service Center. Six (6) proposals were received and opened. After thorough review, it was determined that four (4) vendors met all the specified requirements, and their proposals underwent ranking. The ranking committee consisted of the Assistant City Manager, City Engineer, Director of Utilities, Director of Water Resources, Director of Public Works, and GINAC Architects. The ranking committee recommends awarding RFP 2024-008, New Service Center to Gerlach Builders the highest ranked proposal. The City of Edinburg has previously done business with Gerlach Builders. City staff has verified no monies are owed to the City by Gerlach Builders.

Below are the proposals presented in their ranked order:

1. Gerlach Builders, LLC aba Wil-Con
2. NM Contracting, LLC
3. Tri-Gen Construction, LLC
4. Broaddus Construction

The finalized contract negotiation will be presented for ratification at an upcoming City Council meeting.

3. **Staff's Recommendation:**
Award RFP 2024-008, New Service Center Project to Gerlach Builders the Highest Ranked Proposal and Authorize the City Manager or designee to negotiate an Agreement Related Thereto.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. RFP 2024-008 New Service Center Vendor Scores by Evaluation Criteria
B. New Service Center Price Proposal Tabulation 1.23.2024
C. Notice to Bidders - New Service Center
D. Broaddus Construction New Service Center Proposal
E. GIGNAC award recommendation 01.30.24 (1)
F. Compliance Review - SAM.GOV
G. Gerlach Builders LLC New Service Center Proposal
H. NM Contracting New Service Center Proposal
I. Tri-Gen Construction New Service Center Proposal

THE CITY OF Edinburg

RFP 2024-008 - New Service Center
Opening Date: Tuesday, January 23, 2024 at 3:00 p.m.

Vendor	Proposer's itemized and total proposed price (50 Points)	Experience (20 Points)	Years in Business (As a company) (5 Points)	Resumes of Team and Subcontractors (5 Points)	Three (3) Positive Reference Letters (10 Points)	Five (5) Past performance evaluation forms from previous owners of completed (10 Points)	Total Score (100 Points)
Broaddus Construction	35	16.67	5	4.33	3.67	3.5	68.17
Econ Group, LLC	44	17.67	3.67	4.33	7.17	6.33	83.17
Gerlach Builders LLC dba WIL-CON	47	19.17	3.5	4.67	8.17	7.83	90.33
Holchemont, Ltd.	41	17.33	4.5	3.83	8	5.5	80.17
NM Contracting,llc	50	15.33	4.17	4.5	7.17	7.83	89
Tri-Gen Construction L.L.C.	38	17.33	4.17	4.33	7.33	5.83	77

BASE BID				Broaddus Construction	Gerlach Builders LLC dba WIL-CON	NM Contracting,llc	Tri-Gen Construction L.L.C.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
00 00 00	Performance and Payment Bond, Etc.	1	LS	$174,652.2518	$47,250.00	$41,505.00	$102,000.00
01 00 00	General Conditions, Allowances, Project Management, Etc.	1	LS	$939,685.26	$811,768.00	$515,412.00	$776,400.00
02 00 00	Selective Demolition, Etc.	1	LS	$0.00	$0.00	$5,130.00	$50,000.00
03 00 00	Concrete forms, accessories, reinforcement, CIP, Etc.	1	LS	$230,025.67	$233,540.00	$241,080.00	$182,000.00
04 00 00	Concrete Unit Masonry, Brick Veneer, Etc.	1	LS	$0.00	$34,853.00	$0.00	$0.00
05 00 00	Structural Steel, Etc.	1	LS	$1,163,143.00	$1,193,944.00	$1,183,944.00	$1,257,720.00
06 00 00	Rough Carpentry, Etc.	1	LS	$58,600.00	$77,550.00	$43,233.00	$45,000.00
07 00 00	Metal Roof Panels, Moisture Protection, Flashing/trim, Etc.	1	LS	$85,157.00	$85,157.00	$266,577.00	$207,000.00
08 00 00	Doors and Hardware	1	LS	$315,031.00	$256,492.00	$219,720.00	$260,000.00
09 00 00	Painting, Special Coatings, Etc.	1	LS	$532,187.00	$441,221.00	$441,643.00	$485,000.00
10 00 00	Plaques, Dimensional Letters, Toilet Accessories, Etc.	1	LS	$58,579.39	$93,245.00	$62,429.00	$122,000.00
21 00 00	Fire Suppression System	1	LS	$73,500.00	$45,000.00	$119,368.00	$85,000.00
22 00 00	Plumbing	1	LS	$198,800.00	$198,800.00	$198,800.00	$200,000.00
23 00 00	Exhaust Systems, Etc.	1	LS	$399,000.00	$401,575.00	$399,000.00	$450,100.00
26 00 00	Electrical General Requirements, Sleeves, Raceways, Etc.	1	LS	$464,700.00	$625,000.00	$363,000.00	$370,000.00
27 00 00 / 28 00 00	Access Controls, Etc.	1	LS	$325,450.00	$0.00	$330,000.00	$325,500.00
31 00 00	Site Clearing, Earthwork, excavation, backfill, Etc.	1	LS	$178,512.00	$162,276.00	$80,037.00	$90,000.00
32 00 00	Concrete & Asphaltic Pavement, Landscape/Irrigation, Etc.	1	LS	$0.00	$0.00	$50,618.00	$55,000.00
33 00 00	Utility Work, Etc.	1	LS	$95,855.50	$72,329.00	$91,628.00	$60,000.00
	Any other cost related to the project	1	LS	$0.00	$0.00	$0.00	$0.00
			Base Bid Total	**$ 5,292,878.07**	**$ 4,780,000.00**	**$ 4,653,124.00**	**$ 5,122,720.00**

ADD ALTERNATE #1				Broaddus Construction	Gerlach Builders LLC dba WIL-CON	NM Contracting,llc	Tri-Gen Construction L.L.C.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Alternate No. 1 Cost: Addition of building enclosure for rooms CONFERENCE ROOM A208, CONFERENCE/TRAINING ROOM A137, & extension of CORRIDOR A209 as indicated on Sheet A-102 ALTERNATE #1 and its associated drawings and specifications.	1	LS	$ 201,808.00	$ 178,000.00	$ 159,000.00	$ 200,000.00

ADD ALTERNATE #2				Broaddus Construction	Gerlach Builders LLC dba WIL-CON	NM Contracting,llc	Tri-Gen Construction L.L.C.
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Alternate No. 2 Cost: Warehouse replacement as indicated on Drawings 1 & 2, Sheet A-103 ALTERNATE #2 and its associated drawings and specifications.	1	LS	$ 665,230.00	$ 862,900.00	$ 848,300.00	$ 995,000.00

REQUEST FOR PROPOSAL

2024-008

NEW SERVICE CENTER

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 27, 2023

DEADLINE FOR QUESTIONS: January 11, 2024

RESPONSE DEADLINE: January 23, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR PROPOSAL

New Service Center

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

VII. Evaluation Criteria .....

Attachments:

A - Post_Bid_Procedures

B - General_Conditions

C - Supplementary_Conditions

D - Warranty

E - Plans

F - 22.10 PROJECT MANUAL 12.14.23

G - A101-2017 - Standard Form of Agreement Between Owner and Contractor 12.27.23

H - A201-2017 - General Conditions 12.27.23

1. Introduction

1.1. Summary

The project will consist of the construction of a new building and warehouse for the Utilities and Public Works Department.

1.2. Background

Juan Mujica Jr.

Gignac & Associates, LLP

3700 N 10th Street, Suite 205

McAllen, Texas 78501

(956) 686-0100

1.3. Contact Information

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.4. Timeline

Release Project Date	December 27, 2023
Pre-Proposal Meeting (Non-Mandatory)	January 9, 2024, 10:00am City of Edinburg Pre-proposal Meeting & Site Visit at 10:00 am 1201 N. Doolittle Rd. Edinburg, TX 78542

Question Submission Deadline	January 11, 2024, 12:00pm
Proposal Submission Deadline	January 23, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for New Service Center.

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

3:00 pm, Tuesday, January 23, 2024.

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

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78541, at 3:00 pm, Tuesday, January 23, 2024.

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

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2024-008" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2024-008

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 12:00 pm on Thursday, January 11, 2024.

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

2.2. Federally Funded Project

Bidder on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national

origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964 after Civil Rights Act and federally mandated procurement contract provisions at Appendix II to 2 CFR Part 200.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: New Service Center

INTENT

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

SUBMITTAL OF "HARD COPY" RFP

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

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

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for New Service Center as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification

of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

4. Specifications

4.1. Construction of New Service Center

The project will consist of the construction of a new building and warehouse, which will be located in 1201 N. Doolittle Rd. Edinburg, TX, for the Utilities and Public Works Department.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes
☐ No

*Response required

5.5. Solicitation Forms

*5.5.1. Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

*5.5.2. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

*Response required

*5.5.5. Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- F_-_Equipment_&_Material_Li...

*Response required

*5.5.6. Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

5.5.7. Please review the Post Bid Procedures

Please download the below documents, complete, and upload.

- H_-_Post_Bid_Procedures_(1)...

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

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

*5.5.9. Please fill out and sign the attached Performance Bond form and upload here.**

Please download the below documents, complete, and upload.

- K_-_Performance_Bond.pdf

*Response required

*5.5.10. Please fill out and sign the Payment Bond and upload here.**

Please download the below documents, complete, and upload.

- L_-_Payment_Bond.pdf

*Response required

*5.5.11. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

*Response required

*5.5.12. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

*Response required

*5.5.13. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

5.6. Required Certifications

*5.6.1. Please enter the company's Unique Entity Identification (UEI) Number assigned by the System for Award Management and upload.***

Please download the below documents, complete, and upload.

- System_for_Award_Management...

*Response required

5.6.2. Please review and sign the Conflict of Interest Summary of Rules for Contractors and upload here.

Please download the below documents, complete, and upload.

- Conflict_of_Interest.pdf

*Response required

5.6.3. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

*Response required

*5.6.4. Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity**

Please download the below documents, complete, and upload.

- Certification_of_Subcontrac...

*Response required

*5.6.5. Please fill out and sign the Clean Air and Water Certification.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water_Certifi...

*Response required

*5.6.6. Please fill out the Certification of Non-Lobbying Activities.**

Please download the below documents, complete, and upload.

- Certification_of_Non-Lobbyi...

*Response required

*5.6.7. Please fill out and sign the Non-Collusion Affidavit and upload here. This document must be notarized.**

Please download the below documents, complete, and upload.

- Non-Collusion_oAffidavit_of...

*Response required

6. Pricing Proposal

NEW SERVICE CENTER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
00 00 00	Performance and Payment Bond, Etc.	1	LS		
01 00 00	General Conditions, Allowances, Project Management, Etc.	1	LS		
02 00 00	Selective Demolition, Etc.	1	LS		
03 00 00	Concrete forms, accessories, reinforcement, CIP, Etc.	1	LS		
04 00 00	Concrete Unit Masonry, Brick Veneer, Etc.	1	LS		
05 00 00	Structural Steel, Etc.	1	LS		
06 00 00	Rough Carpentry, Etc.	1	LS		
07 00 00	Metal Roof Panels, Moisture Protection, Flashing/trim, Etc.	1	LS		
08 00 00	Doors and Hardware	1	LS		
09 00 00	Painting, Special Coatings, Etc.	1	LS		
10 00 00	Plaques, Dimensional Letters, Toilet Accessories, Etc.	1	LS		
21 00 00	Fire Suppression System	1	LS		
22 00 00	Plumbing	1	LS		
23 00 00	Exhaust Systems, Etc.	1	LS		
26 00 00	Electrical General Requirements, Sleeves, Raceways, Etc.	1	LS		
27 00 00 / 28 00 00	Access Controls, Etc.	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31 00 00	Site Clearing, Earthwork, excavation, backfill, Etc.	1	LS		
32 00 00	Concrete & Asphaltic Pavement, Landscape/Irrigation, Etc.	1	LS		
33 00 00	Utility Work, Etc.	1	LS		
	Any other cost related to the project	1	LS		
TOTAL					

ALTERNATE NO. 1

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Alternate No. 1 Cost: Addition of building enclosure for rooms CONFERENCE ROOM A208, CONFERENCE/TRAINING ROOM A137, & extension of CORRIDOR A209 as indicated on Sheet A-102 ALTERNATE #1 and its associated drawings and specifications.	LS		

ALTERNATE NO. 2

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Alternate No. 2 Cost: Warehouse replacement as indicated on Drawings 1 & 2, Sheet A-103 ALTERNATE #2 and its associated drawings and specifications.	LS		

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Proposer's itemized and total proposed price** SAMPLE: Utilizing the 80% Spread Formula Contractor Price Points Offeror No. 01 $1,000,000.00 50.0 Offeror No. 02 $1,050,000.00 46.67 Offeror No. 03 $1,100,000.00 43.33 Offeror No. 04 $1,150,000.00 40.0 70% spread: 50 x 70% = 35.0 points Results: 15 points spread 75% spread: 50 x 75% = 37.5 points Results: 12.5 points spread 80% spread: 50 x 80% = 40.0 points Results: 10 points spread 85% spread: 50 x 85% = 42.5 points Results: 7.5 points spread 90% spread: 50 x 90% = 45.0 points Results: 5 points spread 95% spread: 50 x 95% = 47.5 points Results: 2.5 points spread If the committee decided to utilize the 90% spread formula, Offeror No. 04 is only 4 points away from Offeror No. 1. The committee may feel that a 4 point difference is too close, and is unfair to the lowest price offeror. A 70% spread, or 12 point difference, may be too far spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a $1 Million project. The point spread could be very different on a $300,000.00 project budget versus a $30 million project budget. After the percentage spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 50 points and the highest offeror gets 40 points. Everyone else in the middle will get their points scored proportionately (extrapolated). This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers	Points Based	50 *(50% of Total)*

	submitted, and on the price spread differences between all offerors.		
2.	**Experience** Demonstrated prior experience for similar projects. Include last 10 completed projects matching this RFP or the last 5 years of similar completed, whichever does not exceed 10 projects. Provide original project start date, original substantial completion date and actual substantial completion date. Provide owner's representative (name and phone number), engineer of record and any justification for project delays.	Points Based	20 *(20% of Total)*
3.	**Years in Business (As a company)** Number of years in business § More than 20 years (5 points total) § 15-20 years (4 points total) § 10-15 years (3 points total) § 5-10 years (2 points total) § Less than 5 years (1 point total)	Points Based	5 *(5% of Total)*
4.	**Resumes of Team and Subcontractors** Resumes of the team that will be working on the project, if awarded.	Points Based	5 *(5% of Total)*
5.	**Three (3) Positive Reference Letters** Three (3) Positive Reference Letters from successful similar projects	Points Based	10 *(10% of Total)*
6.	**Five (5) Past performance evaluation forms from previous owners of completed**	Points Based	10 *(10% of Total)*

EDINBURG SERVICE CENTER UPGRADES
SECTION 004113 - BID FORM - STIPULATED SUM
PART 1 – Bid Form – Stipulated Sum

1.1: BID INFORMATION

A. Bidder: Broaddus Construction
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 N. DOOLITTLE, EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: RFP# 2024-008
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2: CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Gignac & Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Five million two hundred ninety two eight hundred seventy eight Dollars ($ 5,292,878.07).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form".

1.3: BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of greatest bid amount Dollars ($).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4: SUBCONTRACTORS AND SUPPLIERS

A. Provide a list of sub-contractors to the Owner by 11 a.m. on Wednesday, January 17, 2024. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Site Work: To Be Provided on Wednesday, January 17

EDINBURG SERVICE CENTER UPGRADES

2. Concrete Work: To Be Provided on Wednesday, January 17
3. Steel Work: To Be Provided on Wednesday, January 17
4. Roofing Work: To Be Provided on Wednesday, January 17
5. Plumbing Work: To Be Provided on Wednesday, January 17
6. HVAC Work: To Be Provided on Wednesday, January 17
7. Electrical Work: To Be Provided on Wednesday, January 17

1.5: TIME OF COMPLETION

A. The Undersigned agrees to commence work within ten (10) days of Notice to Proceed or upon permit issuance. The extent of construction shall include all demolition work, all renovation work, all utility work, all new construction and/or additions including all add alternates accepted by the owner.

B. The undersigned Bidder proposes and agrees thereby to commence Work of the Contract Documents on a date specified in a Notice to Proceed issued by the Architect, and shall fully complete the Work within Three-hundred thirty (330) calendar days, including anticipated delays due to inclement weather or muddy ground conditions as noted below.

C. The following inclement weather days shall be accounted for in the proposer's completion time line:

1. March 9 inclement weather days
2. April 6 inclement weather days
3. May 7 inclement weather days
4. June 8 inclement weather days
5. July 7 inclement weather days
6. Aug 6 inclement weather days
7. Sept 8 inclement weather days
8. Oct 9 inclement weather days
9. Nov 8 inclement weather days
10. Dec 7 inclement weather days
11. Jan 8 inclement weather days
12. Feb 8 inclement weather days

1.6: ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

EDINBURG SERVICE CENTER UPGRADES

1. Addendum No. 1, dated January 2, 2024 .
2. Addendum No. 2, dated January 9, 2024 .
3. Addendum No. 3, dated January 12, 2024 .
4. Addendum No. 4, dated January 12, 2024 .
5. Addendum No. 5, dated January 15, 2024 .

1.7: BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Unit Prices.
2. Bid Form Supplement - Allowances.
3. Bid Form Supplement - Bid Bond Form (AIA Document A310).
4. Bid Form Supplement - Contractor's Qualifications Statement Form (AIA Document A305).

1.8: CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the City of Edinburg, County of Hidalgo TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9: SUBMISSION OF BID

A. Respectfully submitted this 23rd day of January , 2024.

B. Submitted By: Broaddus Construction (Name of bidding firm or corporation).

C. Authorized Signature: _____(Handwritten signature).

D. Signed By: Scott Broaddus (Type or print name).

E. Title: Vice President (Owner/Partner/President/Vice President).

F. Street Address: 1100 E. Jasmine Avenue, Suite 102

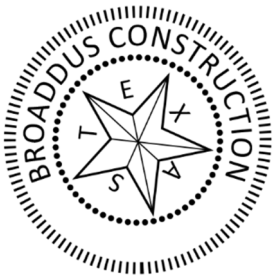
G. City: McAllen State: Texas Zip: 78501 .

H. Phone: 956.589.0277 .

I. License No.: _____.

J. Federal ID No.: 26-3156240 (Affix Corporate Seal Here).

END OF SECTION 00 41 13



EDINBURG SERVICE CENTER UPGRADES

SECTION 004321 – ALLOWANCE FORM

PART 1 – Allowance Form

1.1: BID INFORMATION

A. Bidder: Broaddus Construction
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: 2024-008
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2: BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3: SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23rd day of January , 2024.

B. Submitted By: Broaddus Construction (Insert name of bidding firm or corporation).

C. Authorized Signature: _____(Handwritten signature).

D. Signed By: Scott Broaddus (Type or print name).

E. Title: Vice President (Owner/Partner/President/Vice President).

END OF SECTION 00 43 21

EDINBURG SERVICE CENTER UPGRADES

SECTION 004323 - ALTERNATES FORM

PART 1 – Alternates Form

1.1: BID INFORMATION

A. Bidder: Broaddus Construction
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: 2024-008
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2: BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3: DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
B. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
C. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.
D. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4: SCHEDULE OF ALTERNATES

A. Alternate No. One: Addition of building enclosure for rooms CONFERENCE ROOM A208, CONFERENCE/TRAINING ROOM A137, & extension of CORRIDOR A209 as indicated on Sheet A-102 ALTERNATE #1 and its associated drawings and specifications.

1. ADD XX DEDUCT____ NO CHANGE____ .
2. Two hundred thousand one eight hundred eight Dollars ($ 201,808).
3. ADD 0 DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

B. Alternate No. Two: Warehouse replacement as indicated on Drawings 1&2, Sheet A-103 ALTERNATE #2 and its associated drawings and specifications.

1. ADD XX DEDUCT____ NO CHANGE____ .
2. six hundred sixty five thousand two hundred thirty Dollars ($ 665, 230).
3. ADD 0 DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

1.5: SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23rd day of January , 2024.

B. Submitted By: Broaddus Construction (Insert name of bidding firm or corporation).

C. Authorized Signature: _____(Handwritten signature).

D. Signed By: Scott Broaddus (Type or print name).

E. Title: Vice President (Owner/Partner/President/Vice President).

END OF SECTION 004323

BROADDUS CONSTRUCTION

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared

Scott Broaddus [Affiant], who

being by me duly sworn on his oath stated that he is Vice President [Title], of

Broaddus Construction [Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 16, 2024 [Date]

ZOHA J. MAKNOJIA
My Notary ID # 133171636
Expires June 23, 2025

Notary Public in and for the State of TEXAS

Zoha J. Maknojia
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: June 23 2025 [Expiration Date]

END OF DOCUMENT

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Broaddus Construction

Reference Company Name: World Development

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: 

Printed Name: Felipe A. Martinez

Date: January 15, 2024

January 16, 2024

City of Edinburg, Texas
415 W. University Drive
Edinburg, TX 78541

.

Re: Broaddus Construction, LLC

To Whom it May Concern:

Please be advised that Markel Insurance Company is the surety of record for Broaddus Construction, LLC. Lockton Companies, LLC represents Broaddus Construction, LLC. as their broker and Attorney-in-Fact for Markel Insurance Company. They have demonstrated superior technical expertise along with a high degree of professionalism in all matters.

Markel Insurance Company is listed on the Federal Registry and has an A.M. Best rating of A. Markel Insurance Company is prepared to consider single projects in excess of $50,000,000.00 with an aggregate capacity in excess of $150,000,000.00.

Issuance of the bonds is subject to application of Markel's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and conditions, satisfactory bond forms, and receipt and satisfactory review of current underwriting information from our client, evidence of adequate owner financing and the appropriate request form from our contractor for us to provide the bonds. This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between Markel Insurance Company and the Contractor. We assume no liability to you or any third party by the issuance of this letter.

Sincerely,

Markel Insurance Company

Kathleen M. Coen
Attorney-in-Fact

LOCKTON COMPANIES
751 Arbor Way, Suite 250 / Blue Bell, PA 19422-1951
215.583.9200 / FAX: 215.583.9300
lockton.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Broaddus Construction, LLC
1301 S. Capital of Texas Highway, Ste. A302
Austin, TX 78746

SURETY:
(Name, legal status and principal place of business)

Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Edinburg, Texas
415 W. University Drive
Edinburg, TX 78541

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Edinburg Service Center Upgrade, RFP No. 2024-008

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024

(Witness)

Holly Tallone
(Witness)

Broaddus Construction, LLC
(Principal) *(Seal)*

By:
(Title) Chief Operating Officer

Markel Insurance Company
(Surety) *(Seal)*

By:
(Title) Kathleen M. Coen Attorney-in-Fact
Surety Phone No. 800-431-1270

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

S-0054/AS 8/10

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Kathleen M. Coen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: Broaddus Construction, LLC
Obligee: City of Edinburg, Texas
Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January , 2023.

MARKEL INSURANCE COMPANY

By: _____
Lindey Jennings, Vice President

State of Texas
County of Travis:

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

On this 13th day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 16th day of January, 2024.

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CERTIFICATE OF BIDDER'S

EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 16th day of January, 2024.

Broaddus Construction
Name of Bidder

Signature of Bidder

Vice President
Title of Signatory

END OF SECTION

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Broaddus Construction

Address and Zip Code: 1301 S. Capital of Texas Hwy., Suite A-302, Austin, TX 78746

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes X No ___ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes X No ___ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes X No ___ (If answer is yes, identify the most recent contract)

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Scott Broaddus | Vice President
(Name and Title of Signer – please type)

Signature

January 16, 2024
Date

**CERTIFICATION REGARDING DEPARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Broaddus Construction
[Typed Name of Company:]

Scott Broaddus | Vice President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

January 16, 2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATION ON NON-LOBBYING ACTIVITIES
CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Scott Broaddus	Vice President
NAME	TITLE
	January 16, 2024
SIGNATURE	DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Broaddus Construction

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

January 16, 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.

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Scott Broaddus

Title of Contractor's Authorized Official: Vice President

Date: January 16, 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,

X	I have no conflict of interest to disclose
	I have the following conflict of interest to disclose:

Date: January 16, 2024

Company/Vendor Name: Broaddus Construction

Printed Name and Title: Scott Broaddus | Vice President

Authorized Signatory:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Broaddus Construction, LLC
1301 S. Capital of Texas Highway, Ste. A302
Austin, TX 78746

SURETY:
(Name, legal status and principal place of business)

Markel Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Edinburg, Texas
415 W. University Drive
Edinburg, TX 78541

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Edinburg Service Center Upgrade, RFP No. 2024-008

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024

(Witness)

Holly Tallone
(Witness)

Broaddus Construction, LLC
(Principal) *(Seal)*

By:
(Title) Chief Operating Officer

Markel Insurance Company
(Surety) *(Seal)*

By:
(Title) Kathleen M. Coen Attorney-in-Fact
Surety Phone No. 800-431-1270

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

S-0054/AS 8/10

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Kathleen M. Coen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: Broaddus Construction, LLC
Obligee: City of Edinburg, Texas
Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January , 2023.

MARKEL INSURANCE COMPANY

By: _____
Lindey Jennings, Vice President

State of Texas
County of Travis:

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

On this 13th day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 16th day of January, 2024.

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



Markel Insurance Company
O'Hare International Center I
10275 W. Higgins Road, Suite 750, 7th Floor
Rosemont, Illinois 60018

FINANCIAL STATEMENT
as of December 31, 2022
Statutory Basis

Bonds	$ 1,201,494,258	Reserve for Losses and Loss Expense	$ 1,138,487,030
Stocks	2,247,150,209	Reserve for Unearned Premiums	491,538,467
Cash & Short Term Investments	168,036,300	Other Liabilities	762,664,582
Agents Balances or Uncollected Premiums	538,304,647	TOTAL LIABILITIES	2,392,690,079
Other Admitted Assets	520,655,560		
		Capital Stock	4,200,000
		Surplus	2,278,750,895
		TOTAL POLICYHOLDERS SURPLUS	2,282,950,895
		TOTAL LIABILITIES AND POLICYHOLDERS	
TOTAL ASSETS	$ 4,675,640,974	SURPLUS	$ 4,675,640,974

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.
Securities carried in the above statement are deposited as required by law.

CERTIFICATE

Michael J. Jaeger, Controller, and Kathleen A. Sturgeon, Secretary, of the Markel Insurance Company, being duly sworn, deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2022, the Company actually possessed the assets set forth in the foregoing financial statement, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2022, according to the best of their information, knowledge and belief.

DocuSigned by:
Michael Jaeger
A02BB4CAACBD48A...
Controller

DocuSigned by:
Kathleen A. Sturgeon
2E070A834FB14DC...
Secretary

STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of 03, 2023, before me came the above named officers of Markel Insurance Company to me known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of the corporation thereto by the authority of their office.

DocuSigned by:
Justyna M Gorka
D85859D2433D435...
Notary Public

DS
OFFICIAL SEAL
JUSTYNA M GORKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/23/2026

January 23, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: New Service Center | RFQ No.: 2024-008

Dear Members of the Selection Committee,

Broaddus Construction will work with each awarded subcontractor to sign and submit Equal Employment Opportunity Certification Forms upon award of contract.

Sincerely,
Broaddus Construction

Scott Broaddus
Vice President

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

Equipment	Own	Rent/Lease (Supplier & Phone #)
Crane	NA	Provided by Subcontractor for Respective Trade
Boom Lift	NA	Provided by Subcontractor for Respective Trade
Man Lift	NA	Provided by Subcontractor for Respective Trade

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

Item	Manufacturer or Supplier
Pre-Engineered Metal Building	Red Dot Buildings/Strong Steel
HVAC Equipment	Daikin/Lennox
Electrical Gear	Dealers

Executed this: 16th Day of January: 2024.

By: _____
BIDDER

Title: Vice President

NOTARY PUBLIC

State of Texas

County of: Travis

Subscribed and sworn to before me this: January 18th 2024

NOTARY PUBLIC: _____

END OF SECTION

ZOHA J. MAKNOJIA
My Notary ID # 133171636
Expires June 23, 2025

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Broaddus Construction

State of Incorporation: Texas

Mailing Address: 1301 S. Capital of Texas Hwy., Suite A-302, Austin, TX 78746

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship:

Name: _____

Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

*Must be furnished upon request of the Owner and must be less than 90 days old.

Scott Broaddus
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

January 16, 2024
[Typed Date]

END OF DOCUMENT

Statement of Qualifications

ARTICLE 1—GENERAL INFORMATION

1.01: Provide contact information for the Business:

Legal Name of Business	Broaddus Construction		
Corporate Office			
Name	Joseph Gonzalez	Phone Number	956.589.0277
Title	Project Executive	Email Address	JGonzalez@BroaddusUSA.com
Business Address of Corporate Office	1301 S. Capital of Texas Hwy, Suite A-302 Austin, TX 78746		
Local Office			
Name	Joseph Gonzalez	Phone Number	956.589.0277
Title	Project Executive	Email Address	JGonzalez@BroaddusUSA.com
Business Address of Local Office	1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501		

1.02: Provide information on the Business's organizational structure:

Form of Business	Corporation		
Date Business was Formed	1972	State in Which Business was Formed	Texas
Is this Business Authorized to Operate in the Project Location?	Yes		

1.03: Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of Business	N/A	Affiliation	N/A
Address	N/A		

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name	James Broaddus, Ph.D., P.E.	Title	Owner/CEO
Authorized to Sign Contracts	Yes	Limit of Authority	Unlimited

ARTICLE 2—LICENSING

2.01: Provide information regarding licensure for Business, if applicable:

Name of License	NA		
Licensing Agency	NA		
License No.	NA	Expiration Date:	NA
Name of License	NA		
Licensing Agency	NA		
License No.	NA	Expiration Date:	NA

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01: Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
X Disabled Business Enterprise		
X Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized)		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business Safety Officer	Rey Chavez	
Safety Certifications	OSHA 500, OSHA 510, OSHA 30 Others Upon Request	
Certification Name	Issuing Agency	Expiration
OSHA Authorized	Texas A&M	2027

4.02: Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2021			2022			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Broaddus Construction	.78		83,667	.80		146,237	.77		108,104

ARTICLE 5—FINANCIAL

5.01: Provide Annual Gross Revenue (Past Year) ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 X $5,000,000 and over

5.02: Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? X Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01: Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name	Markel Insurance Company		
Surety is a Corporation Organized and Existing Under the Laws of the State of:	Illinois – Licensed in Texas		
Is Surety Authorized to Provide Surety Bonds in the Project Location?	(Yes) No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	(Yes) No		
Mailing Address (Principal Place of Business)	751 Arbor Way, Ste. 250, Blue Bell, PA 19422		
Physical Address (Principal Place of Business)	751 Arbor Way, Ste. 250, Blue Bell, PA 19422		
Phone (Main)	215.620.0139	Phone (Claims)	

ARTICLE 7—INSURANCE

7.01: Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider. **SEE SUPPLEMENTAL RESPONSE**

Name of Insurance Provider, & Type of Policy (CLE, Auto, Etc.) – **GL, Auto and Primary Umbrella**			
Insurance Provider Liberty Mutual Insurance Co.		Type of Policy (Coverage Provided)	
GL – Policy #TB5-Z51-294211-033		General Liability	
Auto – Policy #AS5-Z51-294211-023		Auto Liability	
Umbrella – Policy #TH7-Z51-294211-043		Umbrella	
Are providers licensed or authorized to issue policies in the Project location?		(Yes)	No
Does provider have an A.M. Best Rating of A-VII or better?		(Yes)	No
Mailing Address	175 Berkeley Street, Boston, MA 02116		
Physical Address	Same		
Phone (Main)	1800.344.0197	Phone (Claims)	Same

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01: Provide information that will identify the overall size and capacity of the Business.

Average Number of Current Full-Time Employees	45
Estimate of Revenue for the Current Year	$100 Million
Estimate of Revenue for the Previous Year	$60 Million

8.02: Provide information regarding the Business's previous contracting experience.

Years of Experience with Projects like the Proposed Project:			
As a General Contractor	51 Years	As a Joint Venture	N/A
Has Business, or a Predecessor in Interest, or an Affiliate Identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?	Yes	(No)	
Been barred from contracting by any local, state, or federal agency within the last 5 years?	Yes	(No)	
Been released from a bid in the past 5 years?	Yes	(No)	
Defaulted on a project or failed to complete any contract awarded to it?	Yes	(No)	
Refused to construct or refused to provide materials defined in the contract documents or in a change order?	Yes	(No)	
Been a party to any currently pending litigation or arbitration?	Yes	(No)	
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03: List all projects currently under contract in Schedule A and provide indicated information.

8.04: List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05: In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01: Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.-As stated in 5.02, will provide upon request.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Broaddus Construction
(typed or printed name of organization)

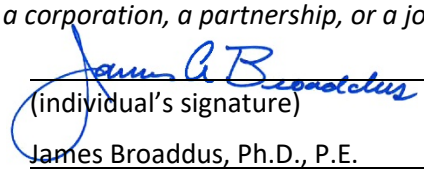
By: _____
(individual's signature)

Name: Scott Broaddus
(typed or printed)

Title: Vice President
(typed or printed)

Date: January 16, 2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: James Broaddus, Ph.D., P.E.
(typed or printed)

Title: CEO
(typed or printed)

Address for giving notices: 1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501

Designated Representative:

Name: Joseph Gonzalez
(typed or printed)

Title: Project Executive
(typed or printed)

Address: 1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501

Phone: 956.589.0277

Email: JGonzalez@BroaddusUSA.com

Schedule A—Current Projects – SEE ATTACHMENT

Name of Organization	Broaddus Construction				
Project Owner	Arbor Rose	Project Name	Canyon Creek Apartments		
General Description of Project	276 Unit Multi-Family Apartment Complex				
Project Cost	$35,434,000	Date Project			
Key Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Adam Cervenka	John Mitchell			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Phone	Email
Owner	Jazz Toor	Owner	Arbor Rose		
Designer	Element Architects	Architect	Aldo Leyva		
Construction Manager	NA				

Name of Organization	Broaddus Construction				
Project Owner	FVF Investment, LP	Project Name	Fountainview Apartments		
General Description of Project	290 Unit Multi-Family Apartment Complex				
Project Cost	$40,789,000	Date Project			
Key Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Shilo Kriegel	Matt DiCamilo			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Phone	Email
Owner	Bruce Myers	Owner	FVF Investment		
Designer	Gilbert Gallegos	Architect	Gallegos Project Management		
Construction Manager	NA				

See Additional Attachment for More Information

Schedule B—Previous Experience with Similar Projects – SEE ATTACHMENT

Name of Organization	Broaddus Construction				
Project Owner	WS Campus Holding, LLC	Project Name	Bullseye Phase I		
General Description of Project	New industrial construction of a 76,175 sf pre-engineered metal building to be used as a manufacturing facility and new office administration.				
Project Cost	$17,438,699	Date Project			
Key Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Andrew Ellison	Matt Mann	Daniel Garrison		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Phone	Email
Owner	John Messer	PM	WS Campus Holding, LLC		
Designer	Kelly Garcia	Architect	Garcia Architects		
Construction Manager					

Name of Organization	Broaddus Construction				
Project Owner	Kurary America	Project Name	Kurary Laboratory		
General Description of Project	New 8,000 industrial standard research laboratory.				
Project Cost	$3,500,000	Date Project			
Key Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Adam Cervenka	Roberto Rodriguez	John Mitchell		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Phone	Email
Owner	Karen Flachman	Owner	Kurary		
Designer	Carrie Sheldon	Architect	Helm Design Group		
Construction Manager	NA				

Schedule C—Key Individuals

Project Manager			
Name of Individual	Coy Stevens		
Years of Experience as Project Manager	9		
Years of experience with this organization	3		
Number of similar projects as project manager	0		
Number of similar projects in other positions	1		
Current Project Assignments: Not Currently Assigned to a Project			
Name of Assignment	Percent of Time Used for This Project	Estimated Project Completion Date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Salazar	Name	Felipe Martinez
Title/Position	Developer	Title/Position	Developer
Organization	World Development	Organization	World Development
Telephone	210-415-0675	Telephone	956-340-3300
Email	david@worlddevusa.com	Email	felipe@worlddevusa.com
Project	La Sienna Apartments	Project	La Sienna Apartments
Candidate Role on Project	Project Manager	Candidate Role on Project	Project Manager

Project Superintendent			
Name of individual	Kelly Hull		
Years of experience as project superintendent	10		
Years of experience with this organization	2		
Number of similar projects as project superintendent	0		
Number of similar projects in other positions	1		
Current Project Assignments: Not Currently Assigned to a Project			
Name of assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Salazar	Name	Randy Primrose
Title/Position	Developer	Title/Position	Owner
Organization	World Development	Organization	Magnolia Property
Telephone	david@worlddevusa.com	Telephone	214-500-6763
Email	La Sienna Apartments	Email	randy@mpcres.com
Project	La Sienna Apartments	Project	Magnolia Apartments
Candidate Role on Project	Project Manager	Candidate Role on Project	Superintendent

Safety Manager			
Name of individual	Rey Chavez		
Years of experience as Safety Manager	14		
Years of experience with this organization	2		
Number of similar projects as Safety Manager	0		
Number of similar projects in other positions	1		
Current Project Assignments: Not Currently Assigned to a Project			
Name of assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sunny Philip	Name	
Title/Position	Developer	Title/Position	
Organization	STHCG	Organization	
Telephone	956-797-2324	Telephone	
Email	skphilip@stchd.org	Email	
Project	Sunland Country Apartment	Project	
Candidate Role on Project	Superintendent	Candidate Role on Project	

Quality Control Manager			
Name of individual	Kelly Hull		
Years of experience as Quality Control Manager	10		
Years of experience with this organization	2		
Number of similar projects as Quality Control Manager	0		
Number of similar projects in other positions	8		
Current Project Assignments: Not Currently Assigned to a Project			
Name of assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Same as above	Name	Same as Above
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate Role on Project		Candidate Role on Project	

October 12, 2023

Broaddus Construction LLC
1301 S Capital of Texas Hwy, Suite A-302
Austin, TX 78746

RE: Workers' Compensation NCCI Experience Modification Rate (EMR)

To Whom It May Concern:

Below you will find the Workers' Compensation Experience Modification Rate (EMR) for the past five years as promulgated by NCCI:

Year	NCCI EMR
2023	0.77
2022	0.80
2021	0.78
2020	0.80
2019	0.82

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jonathan Cole

Jonathan Cole
Analyst

LOCKTON COMPANIES
751 Arbor Way, Suite 250 / Blue Bell, PA 19422
215.583.9264 / FAX: 215.583.9364
lockton.com

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Broaddus Construction, LLC

Street: 1301 S. Capital of Texas Hwy, Ste. A302

City: Austin State: TX Zip: 78746

Industry description (*e.g., Manufacture of motor truck trailers*)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 54

Total hours worked by all employees last year: 108,104.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: COO

Phone: 512.202.8423 Date: 1.17.2024

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Broaddus Construction

Street: 5707 Southwest Pkwy, #125 Bldg. 2

City: Austin State: TX Zip: 78735

Industry description (*e.g., Manufacture of motor truck trailers*)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 73

Total hours worked by all employees last year: 146,237.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

CHRIS DAVIS — Company executive

PRESIDENT — Title

Phone 210.889.9405 Date 1/27/2023

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Broaddus Construction

Street: 5707 Southwest Parkway Suite 125 Bldg 2

City: Austin State: Texas Zip: 78735

Industry description (*e.g., Manufacture of motor truck trailers*)

General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 41

Total hours worked by all employees last year: 83,667.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: PRESIDENT

Phone: 210-889-9405 Date: 1/10/22

Reset

MULTI-FAMILY

CANYON CREEK	
Project Delivery Method	Conventional Finance
Type of Facility	Multi-Family
Size in Square Feet	369,146
Units	276
Contract Price	$35,434,633
Contract Completion Date	August 30, 2025
Percentage of Construction Completed	2%
Owner	Arbor Rose
Owner's Representative Name	Jazz Toor
Architect	Element Architects
Architect's Representative	Aldo Leyva

FOUNTAINVIEW APARTMENTS	
Project Delivery Method	Conventional Finance
Type of Facility	Multi-Family
Size in Square Feet	268,094
Units	290
Contract Price	$40,789,173
Contract Completion Date	May, 2025
Percentage of Construction Completed	29%
Owner	FVF Investment L.P.
Owner's Representative Name	Bruce Myers
Architect	Gallegos Project Management
Architect's Representative	Gilbert Gallegos

SUNLAND COUNTRY APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	216,965
Units	166
Contract Price	$21,150,235
Contract Completion Date	November-23
Percentage of Construction Completed	100%
Owner	Sunland Country, LP
Owner's Representative Name	Sunny K. Philip
Architect	The Hill Firm, Inc.
Architect's Representative	Kevin Clauson

HARBOR SHORES PH.II APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	122,526
Units	140
Contract Price	$19,067,271
Contract Completion Date	October, 2023
Percentage of Construction Completed	100%
Owner	NRG2, LLC
Owner's Representative Name	Nancy Horkey
Architect	Investwell Architects, LLC
Architect's Representative	Angelica Batac

LAKEVIEW APARTMENTS	
Project Delivery Method	Design-Build
Type of Facility	Multi-Family
Size in Square Feet	91,386
Units	84
Contract Price	$14,575,336
Contract Completion Date	December, 2023
Percentage of Construction Completed	99%
Owner	MHP Region 3 II, LLC c/o McDowell Housing Partners, LLC
Owner's Representative Name	Jessie Reyes
Architect	Fugleberg Koch
Architect's Representative	Ted Hunton

LA SIENNA APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	315,000
Units	288
Contract Price	$29,323,700
Contract Completion Date	August, 2023
Percentage of Construction Completed	100%
Owner	La Sienna Apartments, LLC.
Owner's Representative Name	David Salazar
Architect	GNB Architects
Architect's Representative	Francisco Gonzalez

HACIENDA SAN MIGUEL APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	131,515
Units	140
Contract Price	$13,059,082
Contract Completion Date	March, 2022
Percentage of Construction Completed	100%
Owner	Housing Authority of Hildago County
Owner's Representative Name	Mike Lopez
Architect	Mata Garcia Architects, LLP
Architect's Representative	Hector Garcia, AIA

EMLI at PECAN CREEK	
Project Delivery Method	Conventional Finance
Type of Facility	Multi-Family
Size in Square Feet	256,050
Units	254
Contract Price	$26,059,504
Contract Completion Date	May, 2022
Percentage of Construction Completed	100%
Owner	Pecan TC LP I
Owner's Representative Name	Richard Ashton
Architect	Fielder Group Architects
Architect's Representative	Tom Fielder

THE OVERLOOK APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	164,883
Units	152
Contract Price	$18,390,399
Contract Completion Date	August, 2022
Percentage of Construction Completed	100%
Owner	The Overlook Lifestyle Apartment Homes
Owner's Representative Name	Marie Freeman
Architect	Allen Whitwell Architects
Architect's Representative	Allen Whitwell

PRIMROSE VILLAGE APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	308,534
Units	242
Contract Price	$21,247,640
Contract Completion Date	June, 2021
Percentage of Construction Completed	100%
Owner	Primrose Village, LP
Owner's Representative Name	Sunny K. Philip
Architect	The Hill Firm, Inc.
Architect's Representative	Kevin Clauson

EMLI at WILMER	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	271,000
Units	260
Contract Price	$27,000,000
Contract Completion Date	March, 2019
Percentage of Construction Completed	100%
Owner	Liberty Multifamily
Owner's Representative Name	Richard Ashton
Architect	Fielder Group Architects
Architect's Representative	Tom Fielder

JACKSON PLACE APARTMENTS	
Project Delivery Method	P3
Type of Facility	Multi-Family
Size in Square Feet	375,280
Contract Price	$24,975,221
Contract Completion Date	October, 2017
Percentage of Construction Completed	100%
Owner	Pharr Housing Finance Committee
Owner's Representative Name	Juan Guerra
Architect	Gonzalez Newell Bender Architects
Architect's Representative	Francisco Gonzalez

OAKS of KYLE	
Project Delivery Method	Conventional Finance
Type of Facility	Multi-Family
Size in Square Feet	172,932
Contract Price	$17,100,000
Contract Completion Date	August, 2016
Percentage of Construction Completed	100%
Owner	Oaks on Goforth LP
Owner's Representative Name	Charles Teeple
Architect	HLR Architects
Architect's Representative	Alan Nix

SANTA LUCIA APARTMENTS	
Project Delivery Method	HUD 221.d.4
Type of Facility	Multi-Family
Size in Square Feet	188,210
Contract Price	$12,672,571
Contract Completion Date	March, 2015
Percentage of Construction Completed	100%
Owner	Santa Lucia at Bentsen Lakes, LLC
Owner's Representative Name	Tomas Garcia
Architect	Gallegos Project Management
Architect's Representative	Gilbert Gallegos

CONDOMINIUMS

21001 SUNFLOWER BEACH CONDOMINIUMS	
Project Delivery Method	Stipulated Sum
Type of Facility	Multi-Family
Size in Square Feet	21,000
Contract Price	$5,611,267
Contract Completion Date	March, 2022
Percentage of Construction Completed	6%
Owner	The Pool Residences, LLC.
Owner's Representative Name	Lance Hughes
Architect	Jay Corder Architect
Architect's Representative	Travis Haberstreit

EDUCATION

20006 SWBTS BARNARD HALL RENOVATIONS	
Project Delivery Method	Stipulated Sum
Type of Facility	Higher Education
Size in Square Feet	2,500
Contract Price	$1,125,539
Contract Completion Date	July, 2021
Percentage of Construction Completed	91%
Owner	Southwestern Baptist Theological School
Owner's Representative Name	Chad Forrester
Architect	None
Architect's Representative	None

20007 SWBTS FORT WORTH HALL RENOVATIONS	
Project Delivery Method	Stipulated Sum
Type of Facility	Higher Education
Size in Square Feet	1,875
Contract Price	$272,319
Contract Completion Date	TBD
Percentage of Construction Completed	0%
Owner	Southwestern Baptist Theological School
Owner's Representative Name	Chad Forrester
Architect	None
Architect's Representative	None

20008 HHSC/DFPS ROUND ROCK INTERIOR RENOVATIONS	
Project Delivery Method	Stipulated Sum
Type of Facility	Government
Size in Square Feet	24,593
Contract Price	$321,229
Contract Completion Date	April, 2021
Percentage of Construction Completed	82%
Owner	SVEA Real Estate Group, LLC
Owner's Representative Name	Park Carter
Architect	None
Architect's Representative	None

AVIATION

20009 DFWIA TERMINAL C HIGH GATES TENANT RELOCATIONS	
Project Delivery Method	Cost Puls a Fee with a Guaranteed Maximum
Type of Facility	Aviation/Terminal/Ramp Level
Size in Square Feet	9,300
Contract Price	$2,000,000
Contract Completion Date	July, 2022
Percentage of Construction Completed	73%
Owner	American Airlines
Owner's Representative Name	John Haywood
Architect	Corgan Associates, Inc.
Architect's Representative	Harper Bateman

HEALTHCARE

21005 Bed Tower Expansion at Baylor Scott and White Orthopedic & Spine Hospital	
Project Delivery Method	Stipulated Sum
Type of Facility	Healthcare
Size in Square Feet	14,308
Contract Price	$4,710,647
Contract Completion Date	Feb-22
Percentage of Construction Completed	3%
Owner	Arlington Orthopedic and Spine Hospital, LLC
Owner's Representative Name	Allan Beck
Architect	e4h Environments for Health Architecture, LLC
Architect's Representative	Phillip D. Waters

20510 NORTH DALLAS VETERINARY HOSPITAL - GENERATOR	
Project Delivery Method	Stipulated Sum
Type of Facility	Healthcare
Size in Square Feet	50
Contract Price	$181,899
Contract Completion Date	May, 2021
Percentage of Construction Completed	50%
Owner	NVA Dallas Veterinary Management
Owner's Representative Name	Emerson LaFebre
Architect	BSA LifeStructures
Architect's Representative	Craig Pucetti

RETIREMENT COMMUNITY

20010 BEEHIVE ASSISTED LIVING	
Project Delivery Method	Stipulated Sum
Type of Facility	Retirement Community
Size in Square Feet	8,000
Contract Price	$1,936,387
Contract Completion Date	November, 2021
Percentage of Construction Completed	40%
Owner	Rodacom, Inc.
Owner's Representative Name	Victor Abolo
Architect	1718 Architecture, LLC
Architect's Representative	Marcello Diego Martinez

RETAIL

21003 JUST ONE DIME	
Project Delivery Method	CMAR
Type of Facility	Retail/Office
Size in Square Feet	8,750
Contract Price	TBD
Contract Completion Date	August, 2022
Percentage of Construction Completed	0%
Owner	Seth Kniep
Owner's Representative Name	Kenny Furr
Architect	STG Design
Architect's Representative	Kevin Blackburn

HISTORICAL

19006 LEVI JORDAN PLANTATION STATE HISTORIC SITES	
Project Delivery Method	Design Build
Type of Facility	Government
Size in Square Feet	12,000
Contract Price	$2,400,000
Contract Completion Date	August, 2021
Percentage of Construction Completed	43%
Owner	Texas Historical Commission
Owner's Representative Name	Glenn Reed
Architect	Gallegos Project Management
Architect's Representative	Gilbert Gallegos

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Broaddus Construction
(Full, correct legal name)

- Address: 1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501
- Telephone/Fax: 956.688.2307 | 512.329.8242
- Email address: JGonzalez@BroaddusUSA.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?

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?

1301 S. Capital of Texas Hwy., Suite A-302 Austin, TX 78746

5. a. Does the Company have an office located in Edinburg, Texas?

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: Joseph Gonzalez

Address: 1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501

Telephone: 956.589.0277

Fax: 512.329.8242

Email: JGonzalez@BroaddusUSA.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ___ No _X__

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X__

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.

N/A

HOUSE BILL 89 VERIFICATION

I, Scott Broaddus, the undersigned representative of Broaddus & Associates, (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

Scott Broaddus | Vice President
Type/Print Name & Title

January 16, 2024
Date

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.

January 16, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: City of Edinburg Non-Bribery Model Form

Dear Members of the Selection Committee,

The undersigned party certifies that Broaddus Construction complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Scott Broaddus
Printed name

Signature

Vice President
Position in bidding company

January 16, 2024
Date

City of Edinburg **Non-Collusion Affidavit**

Non-Collusion Affidavit of Prime Bidder

STATE OF TEXAS

COUNTY OF HIDALGO

Scott Broaddus, being first duly sworn, deposes and says that: (Name)

(1) He is Vice President of Broaddus Construction, 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: Vice President

Subscribed and sworn to me this 16th day of January 2024.

By: Zoha Maknoji

Notary Public

My Commission Expires: June 23 2025

ZOHA J. MAKNOJIA
My Notary ID # 133171636
Expires June 23, 2025

January 23, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: New Service Center | RFQ No.: 2024-008

Dear Members of the Selection Committee,

Broaddus Construction will provide Payment Bond upon notice of award and contract execution.

Sincerely,
Broaddus Construction

Scott Broaddus
Vice President

January 23, 2024
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: New Service Center | RFQ No.: 2024-008

Dear Members of the Selection Committee,

Broaddus Construction will provide Performance Bond upon notice of award and contract execution.

Sincerely,
Broaddus Construction

Scott Broaddus
Vice President

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Agreement Between the Owner and Contractor

[X] Performance Bond (100% of the Contract Amount)

[X] Payment Bond (100% of the Contract Amount)

[X] Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?

   __X__Yes ____No

2. If so, please provide you organizations Unique Entity ID (UEI#): LGM3RR6LBXX1

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SENATE BILL 13 VERIFICATION

I, Scott Broaddus, the undersigned representative of

Broaddus Construction, (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

Scott Broaddus | Vice President
Type/Print Name & Title

January 16, 2024
Date

SENATE BILL 19 VERIFICATION

I, Scott Broaddus, the undersigned representative of

Broaddus Construction, (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 firearm trade 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 regulations or a directive by a regulatory agency; or.

         (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

b) has two or more firearm entities as members; and

c) is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.

Signature of Company Representative

Scott Broaddus | Vice President
Type/Print Name & Title

January 16, 2024
Date

CERTIFICATE OF LIABILITY INSURANCE

10/29/2024

DATE (MM/DD/YYYY) 10/26/2023

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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Liberty Mutual Fire Insurance Company	23035
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1499921
Broaddus Construction LLC
5707 Southwest Parkway
Suite 125, Building 2
Austin TX 78735

COVERAGES **CERTIFICATE NUMBER:** 17941371 **REVISION NUMBER:** XXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	TB5-Z51-294211-033	10/29/2023	10/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	AS5-Z51-294211-023	10/29/2023	10/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	TH7-Z51-294211-043	10/29/2023	10/29/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC2-Z51-294211-013	10/29/2023	10/29/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

17941371
Evidence of Insurance

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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GIGNAC | ARCHITECTS

January 30, 2024

Mr. Tomas D. Reyna
Assistant City Manager
City of Edinburg, TX
415 W. University Dr.
Edinburg, TX 78539

RE: 22.10 Edinburg Service Center Upgrades – Edinburg, TX

Mr. Reyna:

At your request, We are providing this memo regarding the competitive sealed proposals received for the Edinburg Service Center Upgrades project.

Six competitive sealed proposals were received on January 23, 2024 digitally for the above-mentioned project. Gignac l Architects was selected as one of the evaluators of these proposals.
It is important to note that the evaluation of the submissions were performed in accordance with the pre-selected criteria that the City of Edinburg has adopted. The score of each proposer was based on what was individually submitted in response to each criterion.

We believe that Gerlach Builders, LLC offers the best value to the City of Edinburg, TX for this project.

Should you require any additional information, please do not hesitate to contact our office.

Thank You



Juan Mujica, Jr.
Sr. Project Manager
Gignac l Architects

Tomas D. Reyna <treyna@cityofedinburg.com>

New Service Center Bid Tabulation

Michelle Lee Mendoza <mmendoza@cityofedinburg.com> Thu, Jan 25, 2024 at 10:18 AM
To: Gerardo Carmona <gcarmona@cityofedinburg.com>, "Tomas D. Reyna" <treyna@cityofedinburg.com>, Arturo Martinez <amartinez@cityofedinburg.com>, Vanessa Velasquez <vvelasquez@cityofedinburg.com>, Veronica Gutierrez <vgutierrez@cityofedinburg.com>, Criselda Lozano <clozano@cityofedinburg.com>, Mardoqueo Hinojosa <mhinojosa@cityofedinburg.com>, Vincent Romero <vromero@cityofedinburg.com>
Cc: "Claudia L. Farias" <clfarias@cityofedinburg.com>

Good morning,

I just completed reviewing the 6 proposals submitted for the New Service Center to verify the ARPA requirements.

Four contractors passed all certification requirements, including:

- Broaddus Construction
- Gerlach Builders LLC dba WIL-CON
- NM Contracting LLC
- Tri-Gen Construction LLC

Two contractors submitted all required certifications except for a valid, active registration in the System for Award Management, as follows:

- Econ Group, LLC – ID is assigned but is not registered in sam.gov.
- Holchemont, Ltd. – Inactive registration in sam.gov.

Please let me know if you have any questions or need any backup documentation.

Once the evaluations are completed, I will provide the sam.gov non-debarment verification for the responsive bidder.

Thank you,

Michelle

[Quoted text hidden]





GERLACH BUILDERS
LLC

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

New Service Center
2024-008

Tuesday, January 23, 2024
3:00PM

Gerlach Builders, LLC dba WIL-CON
918 Big Horn Dr.
Edinburg, Texas 78542

Office: (956) 781-9781
E-Mail: airika@wil-con.com
Website: wil-con.com

EDINBURG SERVICE CENTER UPGRADES

SECTION 004113 - BID FORM - STIPULATED SUM
PART 1 - Bid Form - Stipulated Sum
1.1 BID INFORMATION

A. Bidder: Gerlach Builders, LLC.
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 N. DOOLITTLE, EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: RFP# ????2024-008
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2 CERTIFICATIONS AND **BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Gignac & Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars
Type text here

($_____).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form".

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% Greatest Amount Bid Dollars

($ 5% GAB).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. Provide a list of sub-contractors to the Owner by 11 a.m. on Wednesday, January 17, 2024. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Site Work: Vencer Construction.

2. Concrete Work: Osbel Concrete.
3. Steel Work: Strong Steel.
4. Roofing Work: TCI Roofing.
5. Plumbing Work: Montez Plumbing.
6. HVAC Work: Weslaco Air Conditioning.
7. Electrical Work: Zitro Electric.

1.5 TIME OF COMPLETION

A. **The Undersigned agrees to commence work within ten (10) days of Notice to Proceed or upon permit issuance. The extent of construction shall include all demolition work, all renovation work, all utility work, all new construction and/or additions including all add alternates accepted by the owner.**

B. The undersigned Bidder proposes and agrees thereby to commence Work of the Contract Documents on a date specified in a Notice to Proceed issued by the Architect, and shall fully complete the Work within 330 (Three Hundred Thirty) calendar days, including anticipated delays due to inclement weather or muddy ground conditions as noted below.

C. The following inclement weather days shall be accounted for in the proposer's completion time line:

1. March 9 inclement weather days
2. April 6 inclement weather days
3. May 7 inclement weather days
4. June 8 inclement weather days
5. July 7 inclement weather days
6. Aug 6 inclement weather days
7. Sept 8 inclement weather days
8. Oct 9 inclement weather days
9. Nov 8 inclement weather days
10. Dec 7 inclement weather days
11. Jan 8 inclement weather days
12. Feb 8 inclement weather days

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 01.02.2024.
2. Addendum No. 2, dated 01.09.2024.
3. Addendum No. 3, dated 01.12.2024.
4. Addendum No. 4, dated 01.12.2024.
5. Addendum No. 5, dated 01.15.2024.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Unit Prices.
   2. Bid Form Supplement - Allowances.
   3. Bid Form Supplement - Bid Bond Form (AIA Document A310).
   4. Bid Form Supplement - Contractor's Qualifications Statement Form (AIA Document A305).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the City of Edinburg, County of Hidalgo TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 16th day of January, 2024.

B. Submitted By: Gerlach Builders, LLC. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Shawn Gerlach (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Street Address: 918 Big Horn Drive.

G. City: Edinburg State: Tx. Zip: 78542.

H. Phone: 956-781-9781.

I. License No.: _____.

J. Federal ID No.: 81-2054361 (Affix Corporate Seal Here).

Gerlach Builders LLC DBA Will-Co CORPORATE SEAL 2016 TEXAS

END OF SECTION 00 41 13

EDINBURG SERVICE CENTER UPGRADES

SECTION 004321 - ALLOWANCE FORM
PART 1 - Allowance Form
1.1 BID INFORMATION

A. Bidder: Gerlach Builders, LLC. dba Wil-con.
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: ???-??-???? 2024-008
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.
B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 16th day of January, 2024.
B. Submitted By: Gerlach Builders, LLC. (Insert name of bidding firm or corporation).
C. Authorized Signature: _____ (Handwritten signature).
D. Signed By: Shawn Gerlach (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).

END OF SECTION 00 43 21

EDINBURG SERVICE CENTER UPGRADES

SECTION 004323 - ALTERNATES FORM
PART 1 - Alternates Form

1.1 BID INFORMATION
- A. Bidder: Gerlach Builders, LLC. dba Wil-con.
- B. Project Name: EDINBURG SERVICE CENTER UPGRADES
- C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542
- D. Owner: City of Edinburg, TX
- E. Owner Project Number: **RFP NO.:** ???? 2024-008
- F. Architect: Gignac & Associates
- G. Architect Project Number: 22.10

1.2 BID FORM SUPPLEMENT
- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION
- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- C. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- D. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. **Alternate No**. **One**: Addition of building enclosure for rooms CONFERENCE ROOM A208, CONFERENCE/TRAINING ROOM A137, & extension of CORRIDOR A209 as indicated on Sheet *A-102 ALTERNATE #*1 and its associated drawings and specifications.

1. ADD__X__ DEDUCT____ NO CHANGE____ .
2. _____ Dollars ($_____).
3. ADD_____ DEDUCT_____ calendar days to adjust the Contract Time for this alternate.

B. **Alternate No**. **Two**: Warehouse replacement as indicated on Drawings 1&2, Sheet *A-103 ALTERNATE #2* and its associated drawings and specifications.

1. ADD__X__ DEDUCT____ NO CHANGE____ .
2. _____ Dollars ($_____).
3. ADD____ DEDUCT_____ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23rd day of January, 2024.

B. Submitted By: Gerlach Builders, LLC. (Insert name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Shawn Gerlach (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF SECTION 004323

SECTION 004373 – PROPOSED SCHEDULE OF VALUES FORM
PART 1 - GENERAL
1.1 BID FORM SUPPLEMENT
A. A completed Proposed Schedule of Values shall be required to be attached to the Bid Form.
1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of 5 percent of the Contract Sum.
B. Use form attached hereto ***ATTACHMENT A,*** *PRICE FORM: SCHEDULE OF SERVICES, EQUIPMENT AND PRICES*

C. Arrange schedule of values consistent with format of AIA Document G703.
1. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

END OF SECTION 00 43 73

SECTION 004373.A PROPOSED BID SCHEDULE OF VALUES FORM

ATTACHMENT A

PRICE FORM: SCHEDULE OF SERVICES, EQUIPMENT AND PRICES

The Contractor shall furnish all resources and services necessary and required to perform the construction services for this project outlined in the procurement soliciation and construction documents, accordance with the specifications and the general terms and conditions of the proposed contract for the proposed price(s) listed below.

Appendix A is representative of the scope of work outlined in the contract documents (drawings and Project Manual. This is intended to assist the Owner in early identification of construction divisions. The General Contractor is responsible for compliance with all items identified in the contract documents.

SCHEDULE OF VALUES (APPENDIX A)

Contractor: Gerlach Builders, LLC.
Contact: Airika Stevens Bid Date: 01.16.2024

CSI DIVISION	CSI DIVISION NAME	DESCRIPTION	PRICE
00 00 00	Procurement and Contracting Requirements	Performance Bond, Payment Bond, etc.	
01 00 00	General Requirements	General Conditions, Allowances, Project Mngmnt., etc.	
02 00 00	Existing Conditions	Selective demolition, etc.	
03 00 00	Concrete	Concrete forms, accessories, reinforcement, cip, etc.	
04 00 00	Masonry	Concrete unit masonry, brick veneer, etc.	
05 00 00	Metals	Structural steel, etc.	
06 00 00	Wood and Plastics	Rough carpentry, etc.	
07 00 00	Thermal & Moisture Protection	Metal roof panels, moisture protection, flashing/trim, etc.	
08 00 00	Doors and Windows	Doors and hardware	
09 00 00	Finishes	Painting, Special coatings, etc.	
10 00 00	Specialties	Plaques, Dimensional Letters, toilet accesories, etc.	
21 00 00	Fire Suppression	Fire suppression system	

22 00 00	Plumbing	Plumbing	
23 00 00	Heating, Ventilating and Airconditioning	Ehxaust systems, etc.	
26 00 00	Electrical	Electrical general requirements, sleeves, raceways, etc.	
27 00 00 28 00 00	Electronic Safety and Security	Access controls, etc.	
31 00 00	Earth Work	Site clearing, earthwork, excavation, backfill, etc.	
32 00 00	Exterior Improvements	Concrete & asphaltic pavement, landscape/irrigation, etc.	
33 00 00	Utilities	Utility work, etc.	
	Other	Any other cost related to the project	

TOTAL SUBMITTED BID	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2023

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 TRB Insurance Agency LLC 220 E Tom Landry Mission, Texas 78572	**CONTACT NAME:** Nancy Pinon **PHONE (A/C, No, Ext):** 956-581-2183 **FAX (A/C, No):** 956-391-2353 **E-MAIL ADDRESS:** npinon@missionduncan.com
INSURED Gerlach Builders, LLC DBA Wil-Con 918 Big Horn Drive Edinburg, TX 78542	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** GuideOne National Insurance Company — 14167 **INSURER B :** Rock Ridge Insurance Company — 11089 **INSURER C :** Mt. Hawley Insurance Company — 37974 **INSURER D :** Texas Mutual Insurance Co. — 236220 **INSURER E :** RLI Insurance Company — RLIIN1 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MGL0196565	06/22/2023	06/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY ☐			BW92STR230006002	06/22/2023	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A & C	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			56000311701	06/22/2023	06/22/2024	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001327301	06/23/2023	06/23/2024	☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
Permits & Inspections Dept.
P O Box 1079
Edinburg, TX 78540

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

Nancy Piñon

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REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Gerlach Builders, LLC

Reference Company Name: Cross Development

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes X No ___

3. Provided completed warranty documents and performed warranty items timely: Yes X No ____

4. Contractor's history of completing on schedule: Excellent ___ Good X Satisfactory __ Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____ Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good X Satisfactory ____ Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No ____

Signature: Tod Snyder

Printed Name: Tod Snyder

Date: 1/15/2024

Email: tod@crossdevelopment.net

Phone: 346-452-3275

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:

January 16, 2024

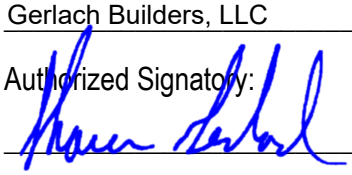
Company/Vendor Name:

Gerlach Builders, LLC

Printed Name and Title:

Shawn Gerlach-President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gerlach Builders, LLC
(Full, correct legal name)

- Address: 918 Big Horn Dr.
  Edinburg, TX 78542
- Telephone/Fax: (956-781-9781
- Email address: airika@wil-con.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, 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?

5 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 25

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: Shawn Gerlach
Address: 918 Big Horn Dr. Edinburg, Texas 78542
Telephone: (956) 781-9781
Fax: _____
Email: airika@wil-con.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.
WIL-CON, LLC

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, Shawn Gerlach, the undersigned representative of

Gerlach Builders, 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

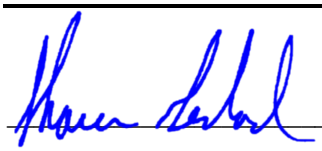
2. Will not boycott Israel during the term of the contract.

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:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 16, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Shawn Gerlach, the undersigned representative of

Gerlach Builders, 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:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 16, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Shawn Gerlach, the undersigned representative of

Gerlach Builders, 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.

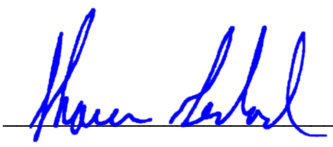
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 16, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____

Signature of vendor doing business with the governmental entity

January 16, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1112083

Date Filed:
01/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gerlach Builders LLC dba WIL-CON
Edinburg, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-008
Edinburg Service Center Upgrades

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 Shawn Gerlach, and my date of birth is 11/14/1977.

My address is 3101 Las Colinas Lane (street), Mission (city), TX (state), 78572 (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 16th day of January (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Gerlach Builders

Reference Company Name: GMS Architects

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: 

Printed Name: David Monreal, AIA

Date: 1/15/24

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Weslaco Public Safety Building

Reference Company Name: GERLACH BUILDERS

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: 

Printed Name: Omar Rodriguez, Director Parks & Recreation Department

Date: JAN 15, 2023

BID BOND **Travelers Casualty and Surety Company of America**
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, **Gerlach Builders, LLC dba WIL-CON**, as Principal, and **Travelers Casualty and Surety Company of America**, as Surety, are held and firmly bound unto **City of Edinburg**, as Obligee, in the sum of **5% Greatest Amount Bid (GAB)** Dollars (**5% GAB**) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **Edinburg Service Center Upgrades**
Edinburg, TX ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this **16th** day of **January**, **2024**.

Gerlach Builders, LLC dba WIL-CON
(Principal)

By: _____

Gerlach Builders LLC DBA Wil-Con CORPORATE SEAL 2016 TEXAS

Travelers Casualty and Surety Company of America

By: _____
Alice C. Bell, Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ALICE C BELL** of **BOERNE**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **Jnauary**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Gerlach Builders, LLC		
Corporate Office			
Name:	Shawn Gerlach	Phone number:	(956) 781-9781
Title:	President	Email address:	shawn@wil-con.com
Business address of corporate office:	918 Big Horn Dr. Edinburg, Texas 78542		
Local Office			
Name:	Shawn Gerlach	Phone number:	(956) 781-9781
Title:	President	Email address:	airika@wil-con.com
Business address of local office:	918 Big Horn Dr. Edinburg, Texas 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	6/30/2016	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Shawn Gerlach	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jason Dominguez

Safety Certifications

Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Gerlach Builders, LLC	.94		47,850	.94		46,994	.94		41,600

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company of America
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	One Tower Square Hartford, CT 06120

Physical Address (principal place of business):	One Tower Square Hartford, CT 06120		
Phone (main):	(267) 675-3057	Phone (claims):	(267) 675-3057

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		TRB Insurance Agency, LLC	
Insurance Provider		Type of Policy (Coverage Provided)	
GuideOne National Insurance Company		General Liability	
Rock Ridge Insurance Company		Automobile Liability	
Mt. Hawley Insurance Company		Umbrella Liability	
Texas Mutual Insurance Co		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?		☑ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☑ Yes ☐ No	
Mailing Address (principal place of business):	220 E. Tom Landry Mission, Texas 78572		
Physical Address (principal place of business):	220 E. Tom Landry Mission, Texas 78572		
Phone (main):	(956) 581-2183	Phone (claims):	(956) 581-2183

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	25
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 40+				
As a general contractor:	6	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Gerlach Builders, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Shawn Gerlach
(typed or printed)

Title: President
(typed or printed)

Date: January 16, 2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Airika Stevens
(typed or printed)

Title: Office Manager
(typed or printed)

Address for giving notices:
918 Big Horn Dr. Edinburg, Texas 78542

(956) 789-4823

Designated Representative:

Name: Shawn Gerlach
(typed or printed)

Title: President
(typed or printed)

Address:
918 Big Horn Dr. Edinburg, Texas 78542

Phone: (956) 781-9781

Email: airika@wil-con.com

(956)789

Schedule A—Current Projects

Name of Organization	City of Edinburg				
Project Owner	City of Edinburg		Project Name	Edinburg ACE Building	
General Description of Project	Events Center				
Project Cost	15,097,963.40		Date Project	December 1, 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Frank Mina	Juan Jesus Rosas	Jason Dominguez	Gonzalo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	Director of Engineering	Owner	(956) 388-8955	mhinojosa@cityofedinburg.com
Designer	Edgar Villanueva	Project Manager	ERO Architects	(956) 789-4823	evillanueva@goero.com
Construction Manager					

Project Owner	City of Rio Grande City		Project Name	Rio Grande City Public Safety Building	
General Description of Project	New Public Safety Building				
Project Cost	$10,294,000.00		Date Project	April 11, 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Fabian Ochoa	Geronimo Sanchez	Jason Dominguez	Gonzalo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					eybeas@cityofrgc.com
Designer	Crystal Chavez	Sr. Project Manager	The Warren Group	(956) 994-1900	chavez@twgarch.com
Construction Manager					

Project Owner	Harlingen CISD		Project Name	Harlingen CISD-Coakley & Vernon	
General Description of Project	Renovation				
Project Cost	795,945.00		Date Project	May 15, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Frank Mina	Bryan Black	Jason Dominguez	Gonzalo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kimberly Salinas	Construction Project Manager	Harlingen CISD	(956) 427-3403	kimberly.salinas@hcisd.org
Designer	David Monreal	Architect	Gomez Mendez Saenz	(956) 546-0110	davidm.gms@bizrgv.rr.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Weslaco			
Project Owner	City of Weslaco	Project Name	City of Weslaco Public Safety Building	
General Description of Project	New Construction Public Safety Building with Evidence Metal Building			
Project Cost	9,207,056.00	Date Project	September 27, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Mina	Pepe Mancillas	Jason Dominguez	Gonzalo Rodriguez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Omar Rodriguez	Director	City of Weslaco	(956) 447-3407	orodriguez@weslacotx.gov
Designer	Albert G. Chronis	Project Manager	ERO Architects	(956) 639-6345	achronis@goero.com
Construction Manager					

Project Owner	Harlingen CISD	Project Name	Harlingen CISD- Zavala Elementary School Kitchen Renovations	
General Description of Project	New Freezer/ Cooler and Renovation of Existing Kitchen			
Project Cost	715,000.00	Date Project	May 15, 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Fabian Ochoa	Luis Salas	Jason Dominguez	Gon

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Kimberly Salinas	Construction Project Manager	Harlingen CISD	(956) 427-3403	kimberly.salinas@hcisd.org
Designer	David Monreal	Architect	Gomez Mendez Saenz	(956) 546-0110	davidm.gms@bizrgv.rr.com
Construction Manager					

Project Owner	Cross Development	Project Name	Bluewave Carwash	
General Description of Project	New Construction			
Project Cost	2,211,053.96	Date Project	9/27/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Frank Mina	Bryan Black	Jason Dominguez	Gonzalo Rodriguez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Tod Snyder	Construction Field Supervisor	Cross Development	(346) 452-3275	Tod@crossdevelopment.net
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Dutch Bros Coffee				
Project Owner	Main & Main		Project Name	Dutch Bros Coffee	
General Description of Project	New Construction				
Project Cost	1,320,668.31		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Frank Mina	Bryan Black	Jason Dominguez	Gonzalo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Elias Minaise		Dutch Bros Coffee	(541) 530-1966	elias.minaise@dutchbros.com
Designer					
Construction Manager	Justin Olivieri		Main & Main	(940) 704-3285	jo@maincg.com

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Frank Mina	
Years of experience as project manager		12 Years	
Years of experience with this organization		25 Years	
Number of similar projects as project manager		20 +	
Number of similar projects in other positions		20 +	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Edinburg ACE		25%	May-2024
Point Isabel ISD		50%	June-2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mardoqueo Hinojosa	Name	Edgar Villanueva
Title/Position	City Engineer	Title/Position	Project Manager
Organization	City of Edinburg	Organization	ERO Architects
Telephone	(956) 388-8955	Telephone	(956) 789-4823
Email	mhinojosa@cityofedinburg.com	Email	evillanueva@goero.com
Project	Edinburg ACE	Project	Edinburg ACE
Candidate's role on project	Project Engineer	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Juan Rosas	
Years of experience as project superintendent		12+	
Years of experience with this organization		3	
Number of similar projects as project superintendent		12	
Number of similar projects in other positions		12	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Edinburg ACE Building		100%	May-2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mardoqueo Hinojosa	Name	Edgar Villanueva
Title/Position	City Engineer	Title/Position	Project Manager
Organization	City of Edinburg	Organization	ERO Architects
Telephone	(956) 388-8955	Telephone	(956
Email	mhinojosa@cityofedinburg.com	Email	evillanueva@goero.com
Project	Edinburg ACE	Project	Edinburg ACE Building
Candidate's role on project	Project Engineer	Candidate's role on project	Project Manager

Safety Manager			
Name of individual		Jason Dominguez	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Edinburg ACE			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC **Risk ID:** 421641757

Rating Effective Date: 06/23/2023 **Production Date:** 01/20/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	3,053	4,646	1,593	0	24,625	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		3,053	4,646	1,593	0	24,625	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	27,525	0	27,525
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,593	27,525	153	29,271

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .94

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC Risk ID: 421641757

Rating Effective Date: 06/23/2022 Production Date: 01/13/2022 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,921	4,419	1,498	0	24,500	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,921	4,419	1,498	0	24,500	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	27,275	0	27,275
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,498	27,275	146	28,919

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .94

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC Risk ID: 421641757

Rating Effective Date: 06/23/2022 Production Date: 01/13/2022 State: TEXAS

42-TEXAS Firm ID: Firm Name: GERLACH BUILDERS LLC

Carrier: 29939 Policy No. 0001327301 Eff Date: 06/23/2018 Exp Date: 06/23/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	505,560	910	264					
8809	.04	.39	7,800	3	1					
8810	.03	.46	410,585	123	57					
9014	.71	.47	50,778	361	170					
Policy Total:			974,723	Subject Premium:	8,801	Total Act Inc Losses:			0	

42-TEXAS Firm ID: Firm Name: GERLACH BUILDERS LLC

Carrier: 29939 Policy No. 0001327301 Eff Date: 06/23/2019 Exp Date: 06/23/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	660,886	1,190	345					
8809	.04	.39	62,400	25	10					
8810	.03	.46	276,039	83	38					
9014	.71	.47	34,846	247	116					
Policy Total:			1,034,171	Subject Premium:	12,501	Total Act Inc Losses:			0	

42-TEXAS Firm ID: Firm Name: GERLACH BUILDERS LLC

Carrier: 29939 Policy No. 0001327301 Eff Date: 06/23/2020 Exp Date: 06/23/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	596,685	1,074	311					
8809	.04	.39	62,400	25	10					
8810	.03	.46	387,407	116	53					
9014	.71	.47	36,959	262	123					
Policy Total:			1,083,451	Subject Premium:	9,872	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC **Risk ID:** 421641757

Rating Effective Date: 06/23/2023 **Production Date:** 01/20/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2019 **Exp Date:** 06/23/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	660,886	1,124	337					
8809	.04	.40	62,400	25	10					
8810	.03	.48	276,039	83	40					
9014	.66	.48	34,846	230	110					
Policy Total:			**1,034,171**	**Subject Premium:**	**12,501**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2020 **Exp Date:** 06/23/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	596,685	1,014	304					
8809	.04	.40	62,400	25	10					
8810	.03	.48	387,407	116	56					
9014	.66	.48	36,959	244	117					
Policy Total:			**1,083,451**	**Subject Premium:**	**9,872**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2021 **Exp Date:** 06/23/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	790,841	1,344	403					
8809	.04	.40	168,742	67	27					
8810	.03	.48	351,105	105	50					
9014	.66	.48	40,720	269	129					
Policy Total:			**1,351,408**	**Subject Premium:**	**12,126**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC **Risk ID:** 421641757

Rating Effective Date: 06/23/2021 **Production Date:** 01/15/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,743	4,442	1,699	0	24,875	303	303

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,743	4,442	1,699	0	24,875	91	91

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	91	27,481	0	27,572
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,699	27,481	137	29,317

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .94

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001327301 **Eff-Date:** 06-23-2020 **Exp-Date:** 06-23-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: GERLACH BUILDERS LLC **Risk ID:** 421641757

Rating Effective Date: 06/23/2021 **Production Date:** 01/15/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2017 **Exp Date:** 06/23/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	278,630	613	233	0001090404	06	F	303	303
8809	.04	.36	45,600	18	6					
8810	.03	.36	335,354	101	36					
9014	.71	.40	42,513	302	121					
Policy Total:			**702,097**	**Subject Premium:**	**7,888**	**Total Act Inc Losses:**			**303**	

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2018 **Exp Date:** 06/23/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	505,560	1,112	423					
8809	.04	.36	7,800	3	1					
8810	.03	.36	410,585	123	44					
9014	.71	.40	50,778	361	144					
Policy Total:			**974,723**	**Subject Premium:**	**8,801**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** GERLACH BUILDERS LLC

Carrier: 29939 **Policy No.** 0001327301 **Eff Date:** 06/23/2019 **Exp Date:** 06/23/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	660,886	1,454	553					
8809	.04	.36	62,400	25	9					
8810	.03	.36	276,039	83	30					
9014	.71	.40	34,846	247	99					
Policy Total:			**1,034,171**	**Subject Premium:**	**12,501**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Gerlach Builders, LLC, dba Wil-Con

Financial Statements
and Supplementary Information

December 31, 2021

Review by:
James L Boone
Certified Public Accountant
McAllen, TX 78504
(956) 994-3399

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

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December 31, 2021

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JAMES BOONE CPA
504 East Dove Ave, Suite A
McAllen, Texas 78504
Phone: (956) 994-3399

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Member:
Gerlach Builders, LLC
Edinburg, Texas

We have reviewed the accompanying financial statements of Gerlach Builders, LLC, which comprise the balance sheet as of December 31, 2021, and the related statements of income and member's equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying supplementary information included in Schedules 1, 2, 3, and 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

McAllen, Texas

March 25, 2022

Gerlach Builders, LLC, dba Wil-Con
Balance Sheet
For The Year Ended December 31, 2021

Assets		
Current assets		
Cash and cash equivalents	$	2,391,159.99
Contract receivables	$	4,267,967.03
Contract receivables - related party	$	27,104.69
Contract assets	$	1,658,569.74
Prepaid expenses	$	74,007.82
Total current assets	$	8,418,809.27
Fixed assets		
Automobiles and trucks	$	63,907.77
Computer and office equipment	$	31,852.82
Furniture and equipment	$	33,666.61
Leasedhold improvements	$	44,199.00
Machinery and equipment	$	16,053.56
Less: accumulated depreciation	$	(124,751.12)
Total fixed asseets	$	64,928.64
Other assets		
Security deposit	$	10,000.00
Wil-Con(name-goodwill)	$	50,000.00
Total assets	$	8,543,737.91
Liabilities and member's equity		
Liabilities		
Current liabilities		
Accounts payable	$	4,648,690.78
Other payables	$	195.28
Contract liabilities	$	341,057.88
Total current liabilities	$	4,989,943.94
Total liabilities	$	4,989,943.94
Member's equity	$	3,553,793.97
Total liabilities and member's equity	$	8,543,737.91

See accompanying notes and independent ccountants' review report

Gerlach Builders, LLC, dba Wil-Con
Statements of Income and Member's Equity
For the Year Ended December 31, 2021

Contract revenue	$	33,800,570.79
Cost of contract revenue	$	32,007,426.99
Gross profit	$	1,793,143.80
Operating expenses	$	1,009,188.34
Income from operations	$	783,955.46
Other income (expenses)		
Other income	$	248,400.00
Interest expense	$	(798.98)
Total other income (expenses)	$	247,601.02
Net income	$	1,031,556.48
Beginning member's equity - restated	$	1,982,237.49
Member's contribution	$	540,000.00
Ending member's equity	$	3,553,793.97

See accompanying notes and independent accountants' review report

Gerlach Builders, LLC, dba Wil-Con
Statement of Cash Flows
For The Year Ended December 31, 2021

one

Operating activities		
Net income (loss)	$	1,031,556.48
Adjustments to reconcile to net cash flow provided by operations activities: depreciation	$	26,157.00
Change in operating assets and liabilities		
Contract receivables receivable	$	(3,493,539.40)
Prepaid expenses	$	(15,601.57)
Contract assets	$	(735,170.65)
Accounts payable	$	3,306,283.77
Contract liabilities	$	255,203.34
Accrued liabilities	$	(29,337.80)
Net cash provided by operating activities	$	345,551.17
Investing activities		
Purchase of property and equipment	$	(5,487.73)
Net chas provided by investing activities	$	(5,487.73)
Financing activities		
Member draws	$	540,000.00
Proceeds from short-term debt	$	(28,255.60)
Net cash provided by financing activities	$	511,744.40
Net cash increase for period	$	851,807.84
Cash at beginning of period	$	1,539,352.15
Cash at end of period	$	2,391,159.99
Interest Paid	$	798.98

See accompanying notes and independent accountants' review report

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

NOTE 1: DESCRIPTION OF BUSINESS

Gerlach Builders, LLC (Company) is a limited liability company located in Edinburg, Texas. The Company also does business under the name Will-Con. The Company is principally engaged in general contracting and construction management of commercial, industrial, and institutional facilities primarily in the in South Texas. The work is performed under fixed-price contracts modified by incentive and penalty provisions. The lengths of the Company's contracts vary, but are typically less than one year.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Common Control Leasing Arrangement

FASB ASC 810-10 requires a VIE to be consolidated by its primary beneficiary under certain circumstances. The Company has determined that Wildcat Properties, LLC is a VIE of which the Company is the primary beneficiary (see Note 9). In 2016, however, the Company adopted GAAP provisions which allow the Company to forgo application of the VIE consolidation requirements when applied to certain commonly controlled lessor entities. The Company has determined that Wildcat Properties, LLC meets the applicable criteria and have not consolidated it.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding
U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Use of Estimates

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to estimated costs to complete contracts.

Cash and Cash Equivalents

Cash and cash equivalents include cash and all highly-liquid debt instruments with an original maturity of 90 days or less.

Contract Receivables

Contract receivables represent amounts owed to the Company which are expected to be collected within twelve months.

Bad Debts

Bad debts are recognized as an expense when management determines that an account is uncollectible. Management will write off an accounts receivable when deemed uncollectible. The direct write-off method rather than the allowance method is used. Management elected the direct write-off method as it approximates the allowance method. Bad debt expense totaled $0, for the year ended December 31, 2021.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Goodwill

The Company's goodwill arose from the purchase of the trade name Wil-Con for $50,000 on June 18, 2017. The Company evaluates for impairment of the asset whenever events or changes in circumstances indicate that it is more likely than not that the fair value of the asset is less than its carrying amount. There were no impairment losses recognized for the year ended December 31, 2021.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for additions, major renewals and betterments are capitalized and repairs and maintenance are charged to operations as incurred. Even though straight-line basis is the preferred method of depreciation, the Company uses the declining- balance method over the estimated useful lives of the assets. Depreciation expense totaled $ 26,157.00, for the year ended December 31, 2021.

The components of property and equipment consist of the following:

	Estimated Useful Lives (in years)
Property and equipment	
Leasehold improvements	15
Office furniture and equipment	5-7
Computer and office equipment	5
Machinery and equipment	5
Transportation equipment	5

Revenues from Contracts with Customers

Effective January 1, 2019, the Company adopted ASC 606. Revenue is recognized as performance obligations under the terms of the contracts with customers are satisfied. Prior to adoption of ASC 606, the Company recognized revenue from construction contracts on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated contract costs for each contract. Under the percentage of completion method, revenues, costs and profits were recognized in each accounting period as the contract progressed to completion. Refer to Note 6.

Income Taxes

The Company and its member have elected to be taxed as a disregarded entity under the Internal Revenue Code. Under this provision, the Company does not pay federal income taxes on its taxable income. Instead, the member is liable for individual federal income taxes for the respective Company's taxable income. Accordingly, no provision has been made in the accompanying financial statements for any federal income tax. The State of Texas franchise tax was considered immaterial and is included in operating expenses.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (*Continued*)

Income Taxes *(Continued)*

Tax positions are recognized only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax position is recorded. The Company is subject to routine audits by taxing jurisdictions.

Advertising

Advertising costs are charged to operations when the advertising takes place. Advertising expense totaled $52,390.01 for the year ended December 31, 2021.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 25, 2022.No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606). This guidance specifies that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This ASU and its amendments supersede the revenue recognition requirements in Topic 605, Revenue Recognition, and most industry specific guidance.
The Company elected to adopt the revenue recognition standard effective January 1, 2019, using the modified retrospective method. This method allows the standard to be adopted retrospectively through a cumulative adjustment recognized upon adoption. Upon adoption of ASC 606, retainage receivable, unbilled receivables on completed contracts, cost and estimated earnings in excess of billings on uncompleted contracts, accrued losses on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts were reclassified to contract assets and liabilities. There was no cumulative adjustment to previously stated equity or revenues.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance in this ASU and its amendments supersedes the leasing guidance in Topic 840, entitled Leases. Under the guidance, lessees are required to recognize lease assets and lease liabilities on the statement of financial position for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. For nonpublic entities, the standard is now effective for fiscal years beginning after December 15, 2020.

NOTE 3: CONCENTRATIONS OF CREDIT RISK

Financial instruments which subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and contract receivables. The Company maintains cash accounts with several financial institutions. Accounts at each financial institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At December 31, 2021, the Company had one uninsured cash balance that totaled $ 2,129,110.83.

During the year ended December 31, 2021, the Company had one major customer with which it did business. Revenue from this customer totaled $ 18,911,550 and amounts due, including retainage, totaled $ 1,918,892.

NOTE 4: LINE OF CREDIT

The Company has a line of credit with Texas Regional Bank, which is secured by the Company's accounts receivables. The line of credit provides for borrowings up to $1,000,000, accrues interest monthly at 1.0% over the lender's prime rate, and matures in January 2022. At December 31, 2021, no amount was outstanding on the line of credit.

NOTE 5: REVENUE

The Company is involved in general contracting for commercial and industrial customers. Therefore, the Company's viability is dependent on the strength of the construction industry, and the Company's ability to collect on its contracts. The Company's contracts in 2020 contain terms that state a fixed amount of consideration and fixed-price contracts modified by incentive and penalty provisions.

The Company recognizes contract revenue for fixed-price contracts for financial reporting over time. Progress toward completion of the Company's contracts is measured by the percentage of cost incurred to date to management's estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. These contracts require estimates to determine the appropriate cost and revenue recognition. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term. Current estimates may be revised as additional information becomes available. Contracts may include bonuses or other consideration that depend on Company performance. For performance bonuses based on objective criteria, such as meeting specified construction deadlines, the Company estimates the amount of consideration to which it expects to be entitled based on historical experience for similar projects and recognizes that amount as revenue as progress is completed. If weather conditions, lack of historical experience for similar projects, or other factors create uncertainty about the amount to which the Company expects to be entitled, the Company limits its estimate to an amount that will not result in a significant reversal of revenue when the uncertainty is resolved.

Contract costs include all direct material, subcontract, and labor costs and those allocable costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period. An amount equal to contract costs attributable to claims is included in revenues when realization is probable and the amount can be reliably estimated.

Contract Receivables

Contract receivables consist of the following at the beginning and end of 2021:

December 31, and January 1,	**2021**	2021
Completed contracts	**$ 67,770**	$ 109,980
Contracts in progress	**5,409,537**	1,411,277
Total	**$ 5,477,307**	$ 1,521,257

NOTE 5: REVENUE (*Continued*)

Contract Assets and Liabilities

The contract asset, “costs and estimated earnings in excess of billings” represents revenues earned on contracts in excess of amounts billed. Further, certain construction contracts include retainage provisions that were included in contract assets as of December 31, 2021 and in contract receivable as of December 31, 2021. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project work by the owners.

The contract liability, "billings in excess of costs and estimated earnings" represents amounts billed in excess of revenues earned on contracts. Additionally, accrued contract losses are recorded when estimated costs for a contract exceed the estimated revenue.

The schedule below summarizes the costs and estimated earnings on contracts in progress:

December 31,		**2021**
Costs incurred on contracts in progress	**$**	**22,389,198**
Estimated earnings		**1,272,692**
		23,661,890
Less billings to date		**(23,526,613)**
Total	**$**	**135,277**

Costs and estimated earnings on contracts in progress are included in the following contract assets and liabilities:

December 31,		**2021**
Costs and estimated earnings in excess of billings		**476,334**
Billing in excess of costs and estimated earnings		**(341,057)**
Total	**$**	**135,277**

NOTE 5: REVENUE (*Continued*)

Contract assets and liabilities comprise the following at the beginning and end of 2021:

December 31, and January 1,	**2021**	2021
Contract assets:		
Costs and estimated earnings in excess of billings	**$ 476,335**	$ 203,673
Retainage receivables	**1,182,235**	719,725
Total contract assets	**$ 1,658,570**	$ 923,398
Contract liabilities:		
Billings in excess of costs and estimated earnings	**$341,058**	$ 85,854
Accrued contract losses	**-**	-
Total contract liabilities	**$ 341,058**	$ 85,854

NOTE 6: OPERATING LEASE

The Company leases office space under an operating lease from a related party at a monthly rate of $10,000, through December 31, 2021. Reference Note 9 for related party information. Rent expense was $120,000 for the year ended December 31, 2021.

Minimum lease payments under the office-operating lease for the future years are as follows:

For the year ending December 31,	
2021	$ 120,000

The Company leases vehicles under operating leases with unrelated third parties, which expire at various dates. For the year ending December 31, 2021, rental expense for operating leases totaled $51,324 and month to month rental expenses totaled $4,277. Amounts are included in operating expenses.

Future minimum annual rental commitments under vehicle leases are as follows:

For the years ending December 31,	
2022	$ 35,508
2023	16,490
2024	1,160

NOTE 7: BACKLOG

Backlog represents the amount of revenue the Company expects to realize from uncompleted contracts in progress at year-end and from contractual agreements on which work has not yet begun.

The following schedule summarizes changes in backlog on contracts during the year ended December31, 2021:

Balance, December 31, 2020	**$**	**13,663,817**
Contract adjustments		**(129,033)**
New contracts during the year ended December 31, 2021		**66,037,113**
		79,571,897
Less contract revenue earned during the year ended December 31, 2021		**(33,800,571)**
Balance, December 31, 2021	**$**	**45,771,326**

NOTE 8: RELATED PARTY TRANSACTIONS

Wildcat Commercial Properties, LLC, (Wildcat), related through common ownership (see Note 2), owns and leases office facilities to the Company. The leased office space is under a triple net lease through December 31, 2021 at which time the lessee shall have the right to renew the lease agreement for a total of two renewal periods at a negotiated amount. The renewal contract will continue to abide by the same conditions and provisions as provided in the lease agreement. Reference Note 6 for additional information on the lease.

Additionally, the Company had completed contract revenues totaling $0 of which $27,105 remained in contract receivables from Wildcat for the year ended December 31, 2021.

NOTE 9: OTHER INCOME

Other income is grant income. SBA PPP Loan forgiveness was approved November 10,2020 for $ 248,400.00.

Gerlach Builders, LLC, dba Wil-Con
Schedule 1 - Earnings from Contracts
For The Year Ended December 31, 2021

	Contract Revenues	Contract Costs	Gross Profit
Completed Contracts	**$ 11,087,328.54**	**$ 10,439,900.85**	**$ 647,427.69**
Contracts in progress	**$ 22,713,242.25**	**$ 21,567,526.14**	**$ 1,145,716.11**
Total	**$ 33,800,570.79**	**$ 32,007,426.99**	**$ 1,793,143.80**

See accompanying notes and independent accountants' review report.

Gerlach Builders, LLC, dba Wil-Con
Schedule 2 - Contracts Completed
For the Year Ended December 31, 2021

		Contract Totals			Before January 1, 2021			For the Year Ended December 31, 2021		
Job Number	Jobs	Contract Revenues	Contract Costs	Gross Profit	Contract Revenues	Contract Costs	Gross Profit	Contract Revenues	Contract Costs	Gross Profit
1040	SCOTT GERLACH HOUSE	$ 863,850.99	$ 863,850.99	$ -	$ 862,766.76	$ 862,766.76	$ -	$ 1,084.23	$ 1,084.23	$ -
1042	IDEA EDINBURG PHASE III	$ 2,897,884.24	$ 2,908,789.17	$ (10,904.93)	$ 2,897,884.24	$ 2,913,600.37			$ (4,811.20)	$ 4,811.20
1046	HANNA ECHS GYM	$ 8,375,293.24	$ 8,051,854.46	$ 323,438.78	$ 8,407,399.74	$ 8,280,481.45	$ 126,918.29	$ (32,106.50)	$ (228,117.43)	$ 196,010.93
1052	EL MONTE GRINGO HUNTING LODGE	$ 1,940,586.19	$ 1,909,122.89	$ 31,463.30	$ 1,746,607.38	$ 1,746,607.38	$ -	$ 193,978.81	$ 162,515.51	$ 31,463.30
1055	MONTE CRISTO ELEM GYM	$ 585,778.68	$ 585,414.74	$ 363.94	$ 576,121.64	$ 539,839.41	$ 36,282.23	$ 9,657.04	$ 45,575.33	$ (35,918.29)
1058	HARLINGEN CISD TRANSITION CENTER	$ 770,000.00	$ 766,875.43	$ 3,124.57	$ 486,722.16	$ 468,334.81	$ 18,387.35	$ 283,277.84	$ 298,540.62	$ (15,262.78)
1063	IDEA LOS ENCINOS PHASE II	$ 4,982,891.79	$ 4,754,299.93	$ 228,591.86				$ 4,982,891.79	$ 4,753,856.94	$ 229,034.85
1064	IDEA ROBINDALE PHASE II	$ 5,553,177.53	$ 5,331,660.29	$ 221,517.24				$ 5,553,177.53	$ 5,331,588.29	$ 221,589.24
	OTHER PROJECTS	$ 95,367.80	$ 79,668.56	$ 15,699.24				$ 95,367.80	$ 79,668.56	$ 15,699.24
		$ 26,064,830.46	$ 25,251,536.46	$ 813,294.00	$ 14,977,501.92	$ 14,811,630.18	$ 181,587.87	$ 11,087,328.54	$ 10,439,900.85	$ 647,427.69
			$ (442.99)							

See accompanying notes and independent accountants' review report.

Gerlach Builders, LLC, dba Wil-Con
Schedule 3 - Contracts in Progress
For the Year Ended December 31, 2021

JOB NUMBER	CONTRACT AMOUNT	TOTAL ESTIMATED COST	Estimated Gross Profit	REVENUE EARNED TO DATE	COSTS INCURRED TO DATE	GROSS PROFIT EARNED	PERCENTAGE COMPLETED	BILLED TO DATE	COSTS AND ESTIMATED EARNINGS IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COSTS AND ESTIMATED EARNINGS	FOR THE YEAR ENDED DECEMBER 31, 2021		
											REVENUES EARNED	COSTS INCURRED	GROSS PROFIT
1079	$ 1,525,516.75	$ 1,405,024.75	$ 120,492.00	$ 40,802.37	$ 37,579.62	$ 3,222.75	0.026746589		$ 40,802.37		$ 40,802.37	$ 37,579.62	$ 3,222.75
1074	$ 1,626,922.68	$ 1,551,968.80	$ 74,953.88	$ 862,517.69	$ 822,780.68	$ 39,737.01	0.530152848	$ 895,708.15		$ 33,190.46	$ 862,517.69	$ 822,780.68	$ 39,737.01
1082	$ 1,502,000.20	$ 1,408,120.20	$ 93,880.00	$ 329,118.87	$ 308,547.85	$ 20,571.02	0.219120392	$ 325,037.82	$ 4,081.05		$ 329,118.87	$ 308,547.85	$ 20,571.02
1080	$ 2,665,124.00	$ 2,454,218.05	$ 210,905.95	$ 769,720.80	$ 708,808.55	$ 60,912.25	0.288812378	$ 868,596.34		$ 98,875.54	$ 769,720.80	$ 708,808.55	$ 60,912.25
1070	$ 3,608,304.13	$ 3,388,986.13	$ 219,318.00	$ 2,343,403.15	$ 2,200,967.68	$ 142,435.47	0.649447237	$ 2,292,450.85	$ 50,952.30		$ 2,343,403.15	$ 2,200,967.68	$ 142,435.47
1071	$ 840,600.00	$ 816,493.00	$ 24,107.00	$ 766,498.85	$ 744,516.95	$ 21,981.90	0.911847315	$ 827,723.74		$ 61,224.89	$ 766,498.85	$ 744,516.95	$ 21,981.90
1059	$ 2,680,000.00	$ 2,630,000.00	$ 50,000.00	$ 2,664,564.25	$ 2,614,852.23	$ 49,712.02	0.994240392	$ 2,650,186.72	$ 14,377.53		$ 2,033,075.68	$ 2,047,975.04	$ (14,899.36)
1066	$ 3,469,645.00	$ 3,374,707.00	$ 94,938.00	$ 2,584,822.98	$ 2,514,095.88	$ 70,727.10	0.744981973	$ 2,508,047.67	$ 76,775.31		$ 2,584,822.98	$ 2,514,095.88	$ 70,727.10
1076	$ 5,940,000.00	$ 5,745,779.00	$ 194,221.00	$ 3,700,765.29	$ 3,579,760.86	$ 121,004.43	0.62302446	$ 3,658,236.08	$ 42,529.21		$ 3,700,765.29	$ 3,579,760.86	$ 121,004.43
1077	$ 6,000,000.00	$ 5,814,836.00	$ 185,164.00	$ 3,641,321.15	$ 3,528,947.55	$ 112,373.60	0.606886858	$ 3,629,210.78	$ 12,110.37		$ 3,641,321.15	$ 3,528,947.55	$ 112,373.60
1081	$ 2,475,000.00	$ 2,321,038.56	$ 153,961.44	$ 950,269.11	$ 891,156.06	$ 59,113.05	0.383947115	$ 1,053,245.14		$ 102,976.03	$ 950,269.11	$ 891,156.06	$ 59,113.05
1060	$ 639,000.00	$ 615,000.00	$ 37,522.00	$ 618,761.22	$ 595,521.36	$ 23,239.86	0.968327415	$ 610,639.52	$ 8,121.70		$ 301,602.18	$ 340,726.35	$ (39,124.17)
1083	$ 8,930,000.00	$ 8,629,085.00	$ 300,915.00	$ 979,283.52	$ 946,284.52	$ 32,999.00	0.109662209	$ 1,024,074.48		$ 44,790.96	$ 979,283.52	$ 946,284.52	$ 32,999.00
1084	$ 27,454,000.00	$ 23,310,491.61	$ 4,143,508.39	$ 3,410,040.60	$ 2,895,378.55	$ 514,662.05	0.124209244	$ 3,183,455.60	$ 226,585.00		$ 3,410,040.60	$ 2,895,378.55	$ 514,662.05
	$ 69,356,112.76	$ 63,465,748.10	$ 5,903,886.66	$ 23,661,889.86	$ 22,389,198.34	$ 1,272,691.52		$ 23,526,612.89	$ 476,334.84	$ 341,057.88	$ 22,713,242.25	$ 21,567,526.14	$ 1,145,716.10

See accompanying notes and independent accountants' review report.

Gerlach Builders, LLC, dba Wil-Con
Schedule 4 - Schedule of Operating Expenses
For The Year Ended December 31, 2021

Expense		
Advertising and public relations	$	52,390.01
Bank service charges	$	565.60
Building yard & landscaping	$	555.10
Cleaning/janotorial	$	5,190.94
Depreciation	$	26,157.00
Drug screen	$	157.94
Dues and subscriptions	$	8,826.60
Entertainment, ptomotion and travel	$	11,846.89
Employee benefits	$	123,748.56
Insurance	$	67,187.29
Maintenance and repairs	$	13,112.27
Miscellaneous	$	1,141.08
Office supplies	$	15,272.73
Payroll expenses	$	1,898.13
Postage and mailing	$	525.08
Professional sevices	$	23,800.00
Repairs	$	1,080.00
Rent, office and equipment	$	181,324.48
Salaries	$	331,389.97
Safetty equipment	$	557.04
Taxes		
Payroll	$	43,672.94
Property	$	22,214.94
Other	$	4,897.99
Telephone	$	11,651.86
Utilities	$	19,198.57
Vehicle expense	$	35,325.33
Warranty work	$	5,500.00
Total	$	1,009,188.34

See accompanying notes and independent accountants' review report.

GERLACH BUILDERS
LLC

A. Title of Project
B. Project Owner
C. Architect on Project
D. Contract Amount
E. Percentage Complete
F. Completion Date

Total Work Under Contract $123,506,955.72

A. Edinburg ACE Building
B. City of Edinburg
C. ERO Architects
D. $15,097,963.40
E. 86%
F. May, 2024

A. Dutch Bro's Weslaco
B. BB Holdings TX LLC
C. The Nunnally Studio
D. $1,430,648.00
E. 96%
F. January-2024

A. Texas National Bank Headquarters
B. Texas National Bank
C. Diseno
D. $29,000,000.00
E. 0%
F. TBD- Construction Management

A. Point Isabel Phase III
B. Point Isabel ISD
C. ERO Architects
D. $3,843,748.08
E. 15%
F. February-2024

A. Point Isabel Phase II
B. Point Isabel ISD
C. ERO Architects
D. $5,224,954.24
E. 98%
F. February-2024

A. Point Isabel Phase IV
B. Point Isabel ISD
C. ERO Architects
D. $8,138,000.00
E. 12%
F. June-2024

A. Rio Grande City Public Safety Building
B. City of Rio Grande City
C. The Warren Group
D. $10,294,000.00
E. 63%
F. July-2024

A. Dutch Bro's San Juan
B. BB Holdings TX LLC
C. The Nunnally Studio
D. $1,143,519.00
E. 95%
F. February-2024

A. HCISD Coakley & Vernon
B. Harlingen CISD
C. Gomez, Mendez Sanez, Inc
D. $795,945.00
E. 80%
F. April-2024

A. Dutch Bro's Edinburg
B. BB Holdings TX LLC
C. The Nunnally Studio
D. $1,198,178.00
E. 69%
F. February-2024

A. La Grulla Middle School
B. Rio Grande City La Grulla ISD
C. Design Group International
D. $41,500,000.00
E. 36%
F. December-2024

A. Wylie Sprayers
B. Wyile & Sons Inc.
C. JDMA Architects
D. $5,840,000.00
E.
F. November-2024

Gerlach Builders, LLC dba WIL-CON
Completed Projects

Project Name	Project Location	Project Type	Final Contract Amount	Finish Date	Owner / Representative	Owner / Representative Phone / Email	Architect	Architect Phone /Email
Communications & Deve	1312 E. Adams Street Brownsville, TX 78520	New Construction	$ 3,462,268.00	12/1/2023	City of Brownsville	(956) 547-6505 manuel.chacon@brownsvilletx.gov	Roberto Ruiz	(956) 350-9195 roberto@ruizarchitectinc.com
Dutch Bro's Coffee	4801 East US Hwy 83 RGC, TX 78582	New Construction	$ 1,320,668.31	11/27/2023	B&B Holdings	elias.minaise@dutchbros.com Elias Minaise	Tectonics Design Group	(775) 824-9988
Dutch Bro's Coffee	1621 Expressway 83 Penitas, TX 78576	New Construction	$ 1,208,856.86	11/2/2023	B&B Holdings	elias.minaise@dutchbros.com Elias Minaise	Tectonics Design Group	(775) 824-9988
BlueWave Express	4343 US Highway 83 RGC, TX 78582	New Construction	$ 2,211,053.96	9/27/2023	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011
Weslaco Police Station	300 S. Bridge Ave Weslaco, Texas 78596	New Construction	$ 9,207,056.00	9/27/2023	City of Wesalco	orodriguez@weslacotx.gov Omar Rodriguez	ERO Architects	(956) 639-6345 achronis@goero.com
Dutch Bro's Coffee	529 North Alamo Road Alamo. Texas 78516	New Construction	$ 1,156,920.49	8/3/2023	B&B Holdings	elias.minaise@dutchbros.com Elias Minaise	Castles Design Group	(713) 664-7974 spratt@castlesdesigngroup.com
Harlingen CISD Zavala Kitchen Renovations	1111 N. B Street Harlingen, Tx. 78550	Renovations	$ 715,000.00	5/15/2023	Harlignen CISD	(956 427-3403 victor.gonzalez3@hcisd.org	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
Edinburg Municipal Pool	125 Mark S. Pena Drive Edinburg, Texas 78539	New Construction	$ 1,580,000.00	5/15/2023	City of Edinburg	(956) 388-8955 mhinojosa@cityofedinburg.com	Brandstetter Carroll Inc.	(210) 386-5113 mmitchell@bciaep.com
Dutch Bro's Coffee	512 N. Shary Road Mission, TX 78572	New Construction	$ 670,342.58	1/27/2023	Craig Pincince Main & Main Capital	(214) 537-5787 cp@maincg.com	Tectonics Design Group	(775) 824-9988
Ric Brown Funeral Home	701 E. Expressway 83 Mission, TX 78572	Remodel	$ 1,000,000.00	1/19/2023	Tim Brown	(956) 279-5123 tim@ricbrown.com	Gerlach Builders	(956) 781-9781
Vanguard Beethoven	2215 S. Veterans Blvd Edinburg, Texas 78539	New Construction	$ 27,219,275.00	12/31/2022	Vanguard	(956) 781-1701 N_Garcia@vanguardac.net	Rike-Ogden-Figueroa-Allex Architects, Inc.	(956) 686-7701 luis@rofainc.com
BlueWave Express	1101 W Business 83 Alamo, Texas 78516	New Construction	$ 1,521,301.00	12/20/2022	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011
Promenade Park Amphitheatre and Water Garden Project	201 McIntyre St. W Edinburg, TX 78539	New Construction	$ 3,174,047.58	10/5/2022	City of Edinburg	(956) 388-8955 mhinojosa@cityofedinburg.com	Alvarado Architects & Associates, Inc.	(956) 464-8258 eli@alvaradoarchitects.com
Point Isabel Phase I Derry & Garriga	Port Isabel, Texas	Remodel	$ 1,335,766.66	8/22/2022	Point Isabel ISD	(956) 943-5737 cgonzalez@pi-isd.net	ERO Architects	(956) 639-6345 achronis@goERO.com
BlueWave Express	814 W. IH 2 San Juan, TX 78589	New Construction	$ 1,568,921.00	7/23/2022	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011
IDEA Los Encinos Ph II Flashers	5400 S. Ware Road McAllen, TX 78503	New Construction	$ 29,378.20	7/13/2022	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org lrodriguez@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
BlueWave Express	2701 Nolana Loop McAllen, Texas	Remodel	$ 119,730.00	6/5/2022	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com		
IDEA Camp Rio	280 Fish Hatchery Road Brownsville, TX 78520	New Construction	$ 2,475,000.00	6/2/2022	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org lrodriguez@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
IDEA Palmview Phase II	4100 N Schuerbach Rd Mission, TX 78572	New Construction	$ 6,000,000.00	6/16/2022	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org rshinsky@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
IDEA Harlingen Ph II	24240 Chester Park Rd Harlingen, TX 78552	New Construction	$ 5,940,000.00	6/15/2022	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org lrodriguez@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
Edinburg CISD	Edinburg, TX	New Construction	$ 839,910.95	1/14/2022	Edinburg CISD	(956) 289-2578 r.estrada@ecisd.us	Rio Delta Eng	(956) 513-1849 r.olivarez@ro-engineering.com
Edinburg CISD South Middle School	601 W. Freddy Gonzalez Edinburg, Texas 78539	New Construction	$ 2,680,000.00	10/26/2021	Edinburg CISD	(956) 289-2578 r.estrada@ecisd.us	The Warren Group Architects, Inc.	(956) 994-1900 lwarren@twgarch.com
IDEA Robindale Phase II	3802 E. Ruben Torres Brownsville, TX 78521	New Construction	$ 5,700,290.00	9/10/2021	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org rshinsky@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com

Gerlach Builders, LLC dba WIL-CON
Completed Projects

Project Name	Project Location	Project Type	Final Contract Amount	Finish Date	Owner / Representative	Owner / Representative Phone / Email	Architect	Architect Phone /Email
IDEA Los Encinos Ph II	5400 S. Ware Road McAllen, TX 78503	New Construction	$ 5,135,145.00	8/30/2021	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org lrodriguez@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Harlingen Transition Academy	2000 N. 21st Street Harlingen, TX	New Construction	$ 770,000.00	6/11/2021	Harlignen CISD	(956 427-3403 victor.gonzalez3@hcisd.org	Megamorphosis	(956) 428-1779 dillon@megamorphosisdesign.net
STISD Vocational Building	100 Med High Dr. Mercedes, TX 78570	New Construction	$ 639,000.00	5/3/2021	South Texas ISD	(956) 514-4234 juan.villarreal@stisd.net	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Monte Cristo Gym	4010 N. Doolittle Road Edinburg, Texas 78539	New Construction	$ 589,000.00	1/8/2021	Edinburg CISD	(956) 289-2578 r.estrada@ecisd.us	ROFA Architects	(956) 686-7771 luis@rofainc.com
Hanna ECHS Gym	2615 E. Price Road Brownsville, TX 7852	New Construction	$ 8,408,940.00	11/27/2020	Brownsville ISD	(956) 698-2400 fevillarreal@bisd.us	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
IDEA Palmview Phase I	4100 N. Schuerbach Rd Mission, TX 78572	New Construction	$ 12,382,100.00	6/22/2020	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
IDEA Elsa Phase II	420 S. Fannin Elsa, TX 78543	New Construction	$ 4,859,826.25	6/19/2020	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
IDEA Edinburg Phase III	2553 Roegiers Road Edinburg, TX 78541	New Construction	$ 2,897,884.24	3/3/2020	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Hanna PODS HVAC	2615 E. Price Road Brownsville, TX 7852	New Construction	$ 5,674,300.00	12/31/2019	Brownsville ISD	(956) 698-2400 fevillarreal@bisd.us	Ethos Engineering	(956) 230-3435 cgonzalez@ethoseng.net
IDEA Robindale Phase I	3802 E. Ruben Torres Brownsville, TX 78521	New Construction	$ 11,874,710.09	6/24/2019	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
IDEA Camp Rio	280 Fish Hatchery Road Brownsville, TX 78520	New Construction	$ 6,821,142.87	4/24/2018	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Sam Garcia Architect	(956) 631-8327 sg@samgarciaarchitect.com
Freddys Frozen Custard	4018 SPI Drive Corpus Christi, TX	New Construction	$ 1,003,741.01	4/24/2019	South Texas Custard	(210) 826-4446 jacksertich@freddystx.com	Winter Architects	(316) 267-7142
IDEA Tres Lagos Ph II	5200 Tres Lagos Blvd. McAllen, TX 78504	New Construction	$ 4,279,326.76	4/18/2019	IDEA Public Schools PMSI	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
Freddys Frozen Custard	2435 N. Expressway 77 Brownsville, TX	New Construction	$ 934,280.00	2/25/2019	South Texas Custard	(210) 826-4446 jacksertich@freddystx.com	Winter Architects	(316) 267-7142
Wildcat Office	Edinburg, TX	New Construction	$ 605,455.43	12/20/2018	Wildcat Commercial Properties	(956)600-7170 wildcat@wildcatrgv.com	Custom Design Solutions	
Davita	1307 Cameron Street Mercedes, TX 78570	New Construction	$ 1,957,155.04	12/11/2018	Genesis KC Dev.	(615) 543-0831 Chris.Perrett@davita.com	SikesGroup, Inc	(281) 759-7400 Herschel.Sikes@sikesgroup.com
BlueWave Express	2180 Ruben M. Torres Brownsville, TX 78521	New Construction	$ 1,353,946.50	8/28/2018	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011 Amanda.Mullen@stantec.com
IDEA Elsa Phase I	420 S. Fannin Elsa, TX 78543	New Construction	$ 10,733,582.17	6/18/2018	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 dmonreal@gmsarchitects.com
Freddys Frozen Custard	902 S. Dixieland Rd Harlingen, TX	New Construction	$ 509,730.24	6/14/2018	South Texas Custard	(210) 826-4446 jacksertich@freddystx.com	Winter Architects	(316) 267-7142
IDEA North Mission Phase II	2706 N. Holland Ave. Mission, Texas 78572	New Construction	$ 4,055,767.19	4/4/2018	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org evillarreal@pmsitx.com	Gomez Mendez Saenz, Inc.	
IDEA Tres Lagos Ph I	5200 Tres Lagos Blvd. McAllen, TX	New Construction	$ 10,723,157.35	6/15/2017	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Texas National Bank	501 North Shary Road Mission, Texas	New Construction	$ 2,495,286.45	6/2/2017	Texas National Bank	(956) 217-7100	Disñeno, Inc	(956) 702-1399 rubene@disenoinc.com
BlueWave Express	1115 S. Jackson Road Pharr, Texas 78577	New Construction	$ 1,208,556.00	5/25/2017	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011 Amanda.Mullen@stantec.com
IDEA Riverview Ph II	30 Palm Blvd Brownsville, TX 78526	New Construction	$ 4,295,992.46	3/28/2017	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com

Gerlach Builders, LLC dba WIL-CON
Completed Projects

Project Name	Project Location	Project Type	Final Contract Amount	Finish Date	Owner / Representative	Owner / Representative Phone / Email	Architect	Architect Phone /Email
El Pollo Loco	2307 N. Conway Mission, Texas	New Construction	$ 794,985.00	3/7/2017	EPL Ventures	(956) 631-6461	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
IDEA Headquarters	2115 W. Pike Blvd. Weslaco, TX 78596	New Construction	$ 10,460,772.83	10/15/2016	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Lake | Flato Arch	(210) 679-2349 jsartory@lakeflato.com
IDEA North Mission Ph I	2706 N. Holland Ave. Mission, Texas 78572	New Construction	$ 9,781,626.64	6/27/2016	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
El Pollo Loco	85 East Alton Gloor Brownsville, Texas	New Construction	$ 1,075,200.70	2/18/2016	EPL Ventures	(956) 631-6461 markwright@W3foods.com	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
First Christian Church	1201 E. Fern McAllen, Texas 78501	New Construction	$ 789,090.70	1/18/2016	First Christian Chruch	(956) 687-8519	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 db@bsgarchitects.com
Burger King	400 N. Jackson Pharr, TX 78577	New Construction	$ 722,980.67	10/2/2015	Wright III Foods	(956) 631-6461 markwright@W3foods.com	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
El Pollo Loco	400 N. Jackson Ste B Pharr, TX 78577	New Construction	$ 836,472.00	10/2/2015	EPL Ventures	(956) 631-6461 markwright@W3foods.com	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
BlueWave Express	2701 Nolana Loop McAllen, Texas	New Construction	$ 708,661.12	8/1/2015	BlueWave	(281) 387-8395 r.lilley@bluewaveexpress.com	Stantec	(713) 212-0011 Amanda.Mullen@stantec.com
IDEA Riverview Ph I	30 Palm Blvd Brownsville, TX 78526	New Construction	$ 9,445,618.03	7/15/2015	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Templo Maria	2618 Zinnia, McAllen, Texas 78502	New Construction	$ 216,827.00	7/3/2015		(956) 533-2108	Custom Design Solutions	
GE Ashpalt Repairs			$ 294,925.00	3/31/2015	GE Engine Services	(956) 971-5276		
Limex	701 Trinity Road Mission, Texas 78572	New Construction	$ 781,998.00	3/30/2015	Limex Sicar & Ltd. Col.	(956) 581-6099	Custom Design Solutions	
El Pollo Loco	2808 W. University Edinburg, Texas	New Construction	$ 710,271.00	11/25/21014	EPL Ventures	(956) 631-6461 markwright@W3foods.com	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
IDEA San Juan Pavilion	600 E. Sioux Road San Juan, Texas 78589	New Construction	$ 211,303.55	10/15/2014	IDEA Public Schools	(956) 377-8000	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
Rochester Armored Car	1424 W. Polk Pharr, Texas 78577	New Construction	$ 275,383.00	9/25/2014				
Burger King	Brownsville	New Construction	$ 871,936.94	5/21/2014	Wright III Foods	(956) 631-6461 markwright@W3foods.com	Boultinghouse Simpson Gates Architects, Inc.	(956) 630-9494 bobs@bsgarchitects.com
IDEA University Ph II	4395 Paredes Line Rd. Brownsville, TX 78526	New Construction	$ 8,753,605.00	7/17/2013	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	Gomez Mendez Saenz, Inc.	(956) 546-0110 rgg@gmsarchitects.com
IDEA Donna Ph II	401 S. First Street	New Construction	$ 6,644,731.82	6/17/2013	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	PBK Architects	(956) 687-1330 jim.ruiz@pbk.com
IDEA Weslaco Ph II	2931 East Sugar Cane Weslaco, TX 78596	New Construction	$ 6,644,731.82	5/16/2013	IDEA Public Schools	(956) 377-8000 daniel.garza2@ideapublicschools.org astanton@pmsitx.com	PBK Architects	(956) 687-1330 jim.ruiz@pbk.com

GERLACH BUILDERS
LLC

Key Personnel

Construction Manager
Gonzalo Rodriguez
will ensure construction work is performed safely, timely and as per plans and specifications and addendums if any. They will be overseeing the entire construction team.

Senior Project Manager
Frank Mina
Will be responsible to ensure the project is successfully completed on time. He will be responsible for Project Schedules, submittals, and weekly meeting agendas. Other duties include, review of project performance including scope, budget, schedule, costs, shop drawings, field construction, and safety.

Assistant Project Manager
Sylvia Perez
Will help project manager to ensure the project is successfully completed on time. She will be responsible for, submittals, and weekly meeting agendas.

Site Superintendent
Juan Rosas
Will be "on-site" to ensure construction work is performed safely, timely, per plans and specifications, and per normal/acceptable methods of construction. He will coordinate all construction work "on-site" with Sub-Contractors and ensure the project site is maintained in a safe and clean manner. Participate in pre-construction / construction meetings associated with subcontractors and owners / architects. Ensure quality workmanship and client satisfaction throughout the construction process through daily & frequent interaction with client, architect, and subcontractors in order to analyze and resolve all challenging circumstances. Organize scheduling of subcontractors and monitor work efficiency. Insure all work performed is OSHA compliant.

Office Project Manager
Airika Stevens
will manage the accounting for the project which will include submitting applications for payment, ensure all Sub-Contractors are paid on a timely manner, will handle all claims if any made by suppliers/subcontractors. She will also be submitting all change order proposals. She is copied on all email correspondence for all projects.

GONZALO RODRIGUEZ, JR.

PHARR, TEXAS
956-650-5641 | GONZO@WIL-CON.COM

SERVICE

US Army, SGT (1978-1980) – Honorable Discharge

VICE PRESIDENT OF FIELD OPERATIONS

Gonzalo has been in the construction industry for over 30 years. His dedication to service for his country and his career has taken him to many states, such as: Texas, California, Puerto Rico, New York, New Jersey and Ohio. General construction has been Gonzalo's main focus and he has overseen numerous kinds of projects; public and private schools, government and private office buildings, manufacturing, agricultural and warehouse facilities.

As the Vice President of Field Operations, Gonzalo supervises all aspects of the construction projects and field operations from the point the bid has been awarded. Gonzalo manages all project superintendents and is accountable for their performance. This includes the timely completion of projects in strict accordance with plans, specifications and local codes. It is Gonzalo's responsibility to enforce all job site quality control and safety programs.

SKILLS

▪ Team Management ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis
▪ Strategic Planning ▪ Material Cost Estimation ▪ Customer Relations
▪ Personnel acquisition & training ▪ Multi-site Management

PROJECT COMPLETION HISTORY

HANNA ECHS GYM
IDEA PALMVIEW
IDEA ELSA PHASE II
IDEA EDINBURG PHASE III
HANNA PODS
IDEA ROBINDALE PHASE I
IDEA ELSA PHASE I
IDEA TRES LAGOS PHASE I & II
IDEA NORTH MISSION PHASE I & II
IDEA WESLACO PAVILION
FREDDY'S FROZEN CUSTARD – BROWNSVILLE
BLUEWAVE CAR WASH
IDEA CAMP RIO
FREDDY'S FROZEN CUSTARD – CORPUS CHRISTI
DAVITA
HANNA EARLY COLLEGE HIGH SCHOOL
IDEA TRES LAGOS PHASE II
IDEA ROBINDALE
BLUEWAVE ROOF
IDEA WOOD REPAIRS
IDEA HEADQUARTERS
DODGE ARENA
WESLACO PARKING GARAGE
TEXAS STATE BANK – 3 STORY
BANK FACILITIES
TRES NATIONS WAREHOUSE
VANITY FAIR
BEBO DISTRIBUTING
TWO STORY MALLS
WAL-MARTS
CAPOTE WAREHOUSE
KNAPP HOSPITAL
MERCEDES LIVESTOCK PAVILION
WESLACO ISD EQUIP FACILITY
VALLEY VIEW GYMNASIUM
WESLACO GYMS
LC SMITH ELEMENTARY SCHOOL
PITMAN ELEMENTARY SCHOOL
RAYMONDVILLE ISD
TEXAS STATE TECHNICAL COLLEGE
STCC CLASSROOMS
LA VILLA JUNIOR HIGH SCHOOL
LA FERIA HIGH SCHOOL ADDITIONS
WESLACO INTERMEDIATE SCHOOL
MARINE MILITARY ACADEMY
ALTO BONITO ELEMENTARY
GUZMAN ELEMENTARY
STAINKE ELEMENTARY
RUNN ELEMENTARY
EDCOUCH ELSA ISD
LBJ MIDDLE SCHOOL
DONNA ELEMENTARY A
DONNA ELEMENTARY B
AIRPORT ELEMENTARY
VALLEY VIEW LIBRARY
VALLEY VIEW TRANSPORTATION BUILDING

FRANCISCO MINA

956-655-0203 | FRANK@WIL-CON.COM

PROJECT MANAGER

With 24 years of experience, Frank has worked with commercial and residential projects in different aspects of the project life cycle. Frank is CADD certified and previously owned a drafting firm, as well as a commercial painting company. His main focus is to oversee projects from beginning to end. This includes working closely with the project from the design phase, to permit acquisition, construction and on to the final building certification.

Frank conducts weekly project visits and meetings to review project performance including scope, budget, schedule, costs, submittals, shop drawings, field construction and safety. He continually strives to deliver high quality service and high levels of client satisfaction through diligent attention to detail and continuous communication.

SKILLS

▪ Team Management ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis
▪ Strategic Planning ▪ Customer Relations ▪ CADD Certified ▪ Drafting ▪ Material Cost-Estimation

PROJECT COMPLETION HISTORY

IDEA PALMVIEW
HANNA PODS
IDEA ELSA
IDEA TRES LAGOS PHASE I & II
IDEA NORTH MISSION PHASE II
IDEA WESLACO PAVILION
FREDDY'S FROZEN CUSTARD – BROWNSVILLE
BLUEWAVE CAR WASH
IDEA CAMP RIO
FREDDY'S FROZEN CUSTARD – CORPUS CHRISTI
DAVITA
HANNA EARLY COLLEGE HIGH SCHOOL
IDEA TRES LAGOS PHASE II
IDEA ROBINDALE
BLUEWAVE ROOF
IDEA WOOD REPAIRS
TEMPLO MARIA CHURCH
BLUE WAVE – NOLANA
BLUE WAVE – PHARR
BLUE WAVE – TRENTON
IDEA MISSION ACADEMY PHASE I
IDEA PORTABLE BUILDING – MCALLEN
IDEA PORTABLE BUILDING – ALAMO
IDEA PORTABLE BUILDING – SAN JUAN
IDEA PORTABLE BUILDING – SAN BENITO
FIRST CHRISTIAN CHURCH
SHARYLAND JUNIOR HIGH NO. 2
PALMVIEW MULTIPURPOSE FACILITY
CENTENNIAL PLAZA
JACKSON RIDGE COURT NO. 2
LA JOYA ELEMENTARY NO. 24
LA JOYA VOCATIONAL BUILDING
RGV FOOD BANK
LA JOYA ELEMENTARY NO. 25
SAM HOUSTON ELEMENTARY
IDEA ACADEMY ALAMO PHASE II
IDEA ACADEMY DONNA PHASE II
IDEA HEADQUARTERS
DODGE ARENA
WESLACO PARKING GARAGE
TEXAS STATE BANK – 3 STORY
BANK FACILITIES
TRES NATIONS WAREHOUSE
VANITY FAIR
BEBO DISTRIBUTING
TWO STORY MALLS
WAL-MARTS
CAPOTE WAREHOUSE
KNAPP HOSPITAL
MERCEDES LIVESTOCK PAVILION
WESLACO ISD EQUIP FACILITY
VALLEY VIEW GYMNASIUM
WESLACO GYMS
LC SMITH ELEMENTARY SCHOOL
PITMAN ELEMENTARY SCHOOL
RAYMONDVILLE ISD
TEXAS STATE TECHNICAL COLLEGE
STCC CLASSROOMS
LA VILLA JUNIOR HIGH SCHOOL
LA FERIA HIGH SCHOOL ADDITIONS
WESLACO INTERMEDIATE SCHOOL
MARINE MILITARY ACADEMY
ALTO BONITO ELEMENTARY
GUZMAN ELEMENTARY
STAINKE ELEMENTARY
RUNN ELEMENTARY
EDCOUCH ELSA ISD
LBJ MIDDLE SCHOOL
DONNA ELEMENTARY A
DONNA ELEMENTARY B
AIRPORT ELEMENTARY
VALLEY VIEW LIBRARY
VALLEY VIEW TRANSPORTATION
NORTH BRIDGE ELEMENTARY
MEMORIAL & TONY RICO ELEM

SYLVIA PEREZ

1721 N. MCCOLL RD., EDINBURG, TEXAS 78541
956-414-3109 | SYLVIA@WIL-CON.COM

ASSISTANT PROJECT MANAGER

Sylvia has worked in the construction industry for over 20 years. Throughout the years, she has used her strong background to work on large and complex projects.

As a project managers assistant, she works effectively with a number of people throughout the project life cycle, such as; engineers, architects, client representatives, and contractors. Sylvia's responsibilities include supporting the coordination and management of projects, communicating with stakeholders regarding project needs and goals and contributing to the planning and development of projects.

SKILLS

▪ Team Management ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis
▪ Strategic Planning ▪ Customer Relations ▪ Multi-site Management
▪ Budget & Finances ▪ Strong Sense of Urgency

PROJECT COMPLETION HISTORY

BORDER PATROL STATION ALTO BONITO
DHR HEALTH ONCOLOGY INSTITUTE
DHR HEALTH IMAGING
DHR HEALTH UROLOGY
DHR HEALTH ORTHOPEDIC INSTITUTE
DHR HEALTH IMAGING CENTER
DHR HEALTH BEHAVIORAL HOSPITAL
DHR MEDICAL TOWER
LONE STAR NATIONAL BANK – SELMA
LONE STAR NATIONAL BANK – RIO GRANDE CITY
LONE STAR NATIONAL BANK ON CONWAY
LONE STAR NATIONAL BANK - FREDERICKSBURHG
MCALLEN CONVENTION CENTER
STC NURSING AND ALLIE HEALTH
STCN THERMAL PLANT
BURLINGTON COAT FACTORY
TSTC NEW CENTRAL CHILLER PLANT
DAVE & BUSTER
ROSS DRESS FOR LESS
ULTRA R1-R2
EZ CUTS FINISH OUT
SHOPS @ 29 LOT 2 SITEWORK
T-MOBILE SHELL & FINISH OUT
STISD SCIENCE ACADEMY INNOVATION
SANTA MARIO HIGH SCHOOL
STISD MED HIGH HVAC UPGRADE
SLEEP NUMBER, SUITE 100 – MCALLEN
SAN JOSE ISLAND DOG KENNEL
SAN JOSE ISLAND SMALL SHED
SAN JOSE ISLAND POLE BARN
SAN JOSE ISLAND HELDENFELS BLDG.
MAREK BROTHERS OFFICE – HARLINGEN
IDEA TOROS COLLEGE PREP
IDEA EDINBURG 2020 BOND
IDEA ALAMO 2020 BOND
IDEA SAN BENITO 2020 BOND
IDEA HARLINGEN PHASE I
SANTA MARIA JHS RENOVATIONS
HCISD/UTRGV EARLY COLLEGE HS
STISD BUS BARN/MAINT. BUILDING
STISD RESTROOM FACILITY
RIO BANK 3RD FLOOR FINISH OUT
SHOPS AT LA CANTERA – SAN ANTONIO
ART VILLAGE – MAIN ST. MCCALLEN
MCALLEN STAINED GLASS
SUSY'S DANCE STUDIO

JUAN J. ROSAS

RYAMONDVILLE, TEXAS

956-642-6967 | JUAN@WIL-CON.COM

SUPERINTENDENT

Juan Jesus has worked in the construction industry for 6 years. He has in-depth knowledge of building practices and regulatory compliance issues. Juan is responsible for utilizing resources to develop cost-effective plans and schedules for completion of projects.

As a Superintendent, Juan Jesus supervises the performance of all trade contractors and continually reviews architectural and engineering drawings to assure specifications and regulations are being followed. Juan Jesus is responsible for the proper administration of construction contracts and for obtaining all necessary permits and licenses. He is also responsible for tracking and controlling the construction schedule, as well as associated costs to achieve completion of the project within the time and monies allocated.

SKILLS

▪ Team Building & Leadership ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis ▪ Strategic Planning ▪ Customer Relations ▪ Personnel acquisition & training

PROJECT COMPLETION HISTORY

Promenade Park Amphitheatre and Water Garden Project
Edinburg CISD Fence Project Package 2
Tanglewood Towers-Houston
Perkins Rowe-Baton Rouge, LA
CMX Halcyon-Alpharetta, GA
Shops at Willow Bend-Dallas
Stonebriar Mall-Dallas
Preston Oaks-Dallas

AIRIKA STEVENS

MCALLEN, TEXAS
956-607-2090 | AIRIKA@WIL-CON.COM

OFFICE PROJECT MANAGER

Airika graduated *summa cum laude* with an Associates in Architectural Drafting. Her knowledge of construction stems from her schooling and 20-year career in the construction industry. Airika worked with Joe Williamson Construction Company and moved up into her current position as Office Project Manager as the company evolved and changed ownership to Gerlach Builders, LLC dba Wil-Con.

Her strong desire to learn has allowed Airika to become well-rounded in her position. Airika is accountable for managing the delivery of critical projects, and for providing managerial support on all projects conducted by the company. She works cohesively with owners, architects and engineers throughout the project lifecycle.

Airika tracks the activities against detailed project plans through construction management software. This allows her to closely supervise change proposal requests, owner billing, payment applications, subcontracts and closing documentation for projects. She heavily assists throughout the lifecycle of the project by tracking the financial status, timely completion and enforcing safety programs.

SKILLS

▪ Team Management ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis
▪ Strategic Planning ▪ Customer Relations ▪ Multi-site Management
▪ Budget & Finances ▪ Strong Sense of Urgency

PROJECT COMPLETION HISTORY

HANNA ECHS GYM
HANNA PODS
IDEA PALMVIEW
HANNA PODS
IDEA ELSA II
IDEA ROBINDALE PHASE I
IDEA ELSA PHASE I
IDEA TRES LAGOS PHASE I & II
IDEA NORTH MISSION PHASE I & II
IDEA ELSA / IDEA WESLACO PAVILION
FREDDY'S FROZEN CUSTARD – BROWNSVILLE
BLUEWAVE CAR WASH
IDEA CAMP RIO
FREDDY'S FROZEN CUSTARD – CORPUS CHRISTI
DAVITA
HANNA EARLY COLLEGE HIGH SCHOOL
IDEA TRES LAGOS PHASE II
IDEA ROBINDALE
BLUEWAVE ROOF
IDEA WOOD REPAIRS
TEMPLO MARIA CHURCH
BLUE WAVE – NOLANA
BLUE WAVE – PHARR
BLUE WAVE – TRENTON
IDEA MISSION ACADEMY PHASE I
IDEA PORTABLE – MCALLEN
IDEA PORTABLE– ALAMO
IDEA PORTABLE – SAN JUAN
IDEA PORTABLE– SAN BENITO
FIRST CHRISTIAN CHURCH
SHARYLAND JUNIOR HIGH NO. 2
PALMVIEW MULTIPURPOSE FACILITY
CENTENNIAL PLAZA
JACKSON RIDGE COURT NO. 2
LA JOYA ELEMENTARY NO. 24
LA JOYA VOCATIONAL BUILDING
RGV FOOD BANK
LA JOYA ELEMENTARY NO. 25
SAM HOUSTON ELEMENTARY
IDEA ACADEMY ALAMO PHASE II
IDEA ACADEMY DONNA PHASE II
IDEA HEADQUARTERS
DODGE ARENA
WESLACO PARKING GARAGE
TEXAS STATE BANK – 3 STORY
BANK FACILITIES
TRES NATIONS WAREHOUSE
VANITY FAIR
BEBO DISTRIBUTING
TWO STORY MALLS
WAL-MARTS
CAPOTE WAREHOUSE
KNAPP HOSPITAL
MERCEDES LIVESTOCK PAVILION
WESLACO ISD EQUIP FACILITY
VALLEY VIEW GYMNASIUMWESLACO GYMS
LC SMITH ELEMENTARY SCHOOL
PITMAN ELEMENTARY SCHOOL
RAYMONDVILLE ISD
TEXAS STATE TECHNICAL COLLEGE
STCC CLASSROOMS
LA VILLA JUNIOR HIGH SCHOOL
LA FERIA HIGH SCHOOL ADDITIONS
WESLACO INTERMEDIATE SCHOOL
MARINE MILITARY ACADEMY
ALTO BONITO ELEMENTARY
GUZMAN ELEMENTARY
STAINKE ELEMENTARY
RUNN ELEMENTARY
EDCOUCH ELSA ISD
LBJ MIDDLE SCHOOL
DONNA ELEMENTARY A
DONNA ELEMENTARY B
AIRPORT ELEMENTARY
VALLEY VIEW LIBRARY
VALLEY VIEW TRANSPORTATION
NORTH BRIDGE ELEMENTARY

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 16th day of January, 20 24.

Gerlach Builders, LLC
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER

BIDDER

Executed this: 16th Day of : January 20. 24

By: Gerlach Builders, LLC

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: January 16, 2024

NOTARY PUBLIC

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

END OF SECTION

GERLACH BUILDERS
LLC

January 16, 2024

City of Edinburg
415 University Dr.
Edinburg, TX 78539

Dear *City of Edinburg*:

The undersigned party certifies that *Gerlach Builders, LLC* complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Shawn Gerlach
Printed name

Signature

President
Position in bidding company

January 16, 2024
Date

1

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Agreement Between the Owner and Contractor

[X] Performance Bond (100% of the Contract Amount)

[X] Payment Bond (100% of the Contract Amount)

[X] Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT



1/16/2023

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Shawn Gerlach, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of Gerlach Builders, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: January 16, 2024
Shawn Gerlach

Title: President

Notary: _____
Airika Stevens

(Apply Notary Seal)

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

(Print or type names under all signatures)

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]** To be submtited if Project is awarded

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	To be submtited if Project is awarded

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Shawn Gerlach, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

Gerlach Builders, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 16, 2024.
[Date]

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

Notary Public in and for the State of TEXAS

Airika Stevens
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 4/26/2024
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Gerlach Builders, LLC
State of Incorporation: Texas
Mailing Address: 918 Big Horn Dr. Edinburg, Texas 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Shawn Gerlach
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

January 16, 2024
[Typed Date]

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _✓_Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: HXJHJ9QXBRQ5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: January 16, 2024

Company/Vendor Name: Gerlach Builders, LLC

Printed Name and Title: Shawn Gerlach-President

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Gerlach Builders, LLC

Address and Zip Code: 918 Big Horn Dr. Edinburg, Texas 78542

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No ✓ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required ✓

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Shawn Gerlach-President
(Name and Title of Signer – please type)

Signature

January 16, 2024
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

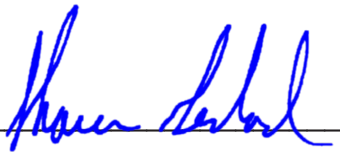
(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Gerlach Builders, LLC

Title of Contractor's Authorized Official: President

Date: 1/16/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Shawn Gerlach	President
NAME	TITLE
	January 16, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Shawn Gerlach, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of Gerlach Builders, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: January 16, 2024
Shawn Gerlach

Title: President

Notary: _____
Airika Stevens

(Apply Notary Seal)

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

(Print or type names under all signatures)





NM Contracting, LLC

Edinburg New Service Center
Project No. 2024-008

Tuesday, January 16, 2024 @ 3:00 P.M.

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas78504

Office: (956)631-5667
E-Mail: frontdesk@nmcontracting.us
Website: nmcontracting.us

Original

This proposal includes data that shall not be disclosed, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this Proposal, and must identify the legal reason and evidence therefore, specifically identifying the trade secrets or other proprietary data.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
NM Contracting, LLC
2022 Orchid Avenue
McAllen, TX 78504

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:
(Name, legal status and address)
City of Edinburg
415 W University Dr.
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid ($ 5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
New Service Center
RFP No. 2024-008

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024

(Witness)

NM Contracting, LLC
(Principal)

(Title)

(Witness) Neira Hernandez

United States Fire Insurance Company
(Surety) *(Seal)*

(Title) Yamilled Ramos, Attorney-in-Fact

NM CONTRACTING CORPORATE SEAL 1997 TEXAS

Init.
/

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POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Russ Frenzel, John A. Aboumrad, Cynthia Alford, Lorena Gutierrez, Yamillec Ramos, Veronica Ramos, Neira Hernandez, Kirstin Ortiz, Luis Salinas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of January 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Steven Krumm** for information or to make a complaint at:

Steven.Krumm@cfins.com

or

215-982-3528

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: NM Contracting, LLC PROJECT #: _____

INSTRUCTIONS

Will be provided 7 calendar days after bid opening

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

_____ _____

SIGNATURE DATE

POST-BID PROCEDURES

1.0 DOCUMENT INCLUDES

A. Notice of Intent to Award.

B. Agreement.

C. Requirements of Bidder.

D. Failure of Bidder to comply with requirements.

E. Notice to Proceed.

F. Pre-construction Conference.

G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

[X] Agreement Between the Owner and Contractor

[X] Performance Bond (100% of the Contract Amount)

[X] Payment Bond (100% of the Contract Amount)

[X] Affidavit of Insurance *(with Certificate of Insurance attached)*

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.

B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.

B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 23rd day of January, 2024.

NM Contracting, LLC
Name of Bidder

Signature of Bidder

Noel Munoz, Jr - President
Title of Signatory

END OF SECTION

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Noel Munoz, Jr	President
NAME	TITLE
	01/23/2024
SIGNATURE	DATE

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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.

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* 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.

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* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 01/23/2024

Company/Vendor Name: NM Contracting, LLC

Printed Name and Title: Noel Munoz, Jr -President

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Noel Munoz, Jr, the undersigned representative of

NM Contracting, 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:

Noel Munoz, Jr - President

TYPE/PRINT NAME AND TITLE:

01/23/2024

DATE:

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Noel Munoz, Jr, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

NM Contracting, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 01/23/2024.
[Date]

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2025
Notary ID 125336359

Notary Public in and for the State of TEXAS

Marcella Solano
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 6/26/25
[Expiration Date]

END OF DOCUMENT

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.

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: NM Contracting, LLC
State of Incorporation: Texas
Mailing Address: 2022 Orchid Ave Ste A McAllen, TX 78504

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: N/A
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: N/A
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Noel Munoz, Jr - President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

01/23/2024
[Typed Date]

END OF DOCUMENT

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Noel Munoz, Jr

Title of Contractor's Authorized Official: President

Date: 01/23/2024

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at
all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Edinburg**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Edinburg**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: Hidalgo Independent School District

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent x Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes x No___

3. Provided completed warranty documents and performed warranty items timely: Yes x No____

4. Contractor's history of completing on schedule: Excellent ___ Good x Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good x Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good x Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes x No____

Signature: *Please refer to reference letter*

Printed Name: Alberto Guerra

Date: 11/28/2023

Email: N/A

Phone: 956-631-5667

Hidalgo Independent School District

Imagine Greatness, Expect Success

HIDALGO ISD
P.O. Box 8220
Hidalgo, Texas 78557-8220
Phone: (956) 843-4401
Fax: (956) 843-3343

Xavier Salinas
Superintendent of Schools

Albert Guerra
Assistant Superintendent

Dr. Carmen Pacheco
Executive Director for
Special Populations

Martha Garza
Executive Director for
Curriculum & Instruction

Nancy Sanchez
Chief Financial Officer

Eloy Garcia
Chief Information Officer

Jennifer Garza
Chief Public Relations
Officer

BOARD OF TRUSTEES

Norma Torres
President

Benjamin Arjona
Vice-President

Rafael Garza
Secretary

Martin Carrasco
Treasurer

Raymundo Martinez
Member

Luis Trejo, Jr.
Member

Yesenia Ayala
Member

October 12, 2023

Re: New HISD Administration Facility

To Whom It May Concern,

Hidalgo ISD is pleased to endorse NM Contracting. LLC for their work on the New Administration Facility renovation project. We had the opportunity to work jointly with NMC and can speak highly to their collaboration and knowledge throughout the construction process.

NM's dedication to providing the owner (Hidalgo ISD) with a state-of-the-art facility was evident throughout our time in working together.

The NM Contracting team handled all challenges with an optimistic and pragmatic approach. Their use of technology in the field helped to identify problems early, which allowed the team to proactively problem solve. I have no doubt that these efforts allowed the notable project to be completed on time and within budget.

For these reasons, I would not hesitate to recommend NM Contracting for future projects, and sincerely look forward to another successful project with the firm.

Respectfully,

Alberto Guerra
Assistant Superintendent for Human Resources & Operations

Hidalgo ISD does not discriminate against any person on the basis of race, religion, color, gender, age, national origin, disability, or any other status or condition protected by law.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: City of San Juan

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent _x_ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_x_ No___

3. Provided completed warranty documents and performed warranty items timely: Yes_x_ No____

4. Contractor's history of completing on schedule: Excellent _x_ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent _x_ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent _x_ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_x_ No____

Signature: *Please refer to reference letter*

Printed Name: Benjamin Arjona

Date: 11/28/2023

Email: barjona@cityofsanjuan.com

Phone: 956-223-2200

Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Ernesto "Neto" Guajardo
Raudel Maldonado
Pete Garcia

September 7, 2020

To Whom It May Concern:

It is with great pleasure and trust I write this letter as a strong recommendation for NM Contracting LLC.

In the last few months, we have used NM Contracting LLC to build the city's new Public Safety Building. The quality of work, the professionalism, their ability to meet or exceed our deadlines, exceeded our highest expectations and the integrity of the individuals who assisted us in these projects are the reasons we will gladly use them in any future construction developments the City of San Juan may take on.

Should you decide to do business with NM Contracting LLC, I do not believe you will be disappointed with the quality of work, their commitment to excellence and their ability to meet deadlines. My observation as city manager of NM Contracting LLC, is that they are first class in every way and conducts business very professionally.

Should you have any questions, please do not hesitate in contacting me at (956) 223-2206 or via email at barjona@cityofsanjuan.com.

Sincerely,

Benjamin Arjona, City Manager
City of San Juan

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: Edinburg Consolidated Independent School District

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good x Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes x No___

3. Provided completed warranty documents and performed warranty items timely: Yes x No____

4. Contractor's history of completing on schedule: Excellent ___ Good x Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent x Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good x Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes x No____

Signature: *Please refer to reference letter*

Printed Name: Roberto S. Gomez

Date: 11/28/2023

Email: r.gomez@ecisd.us

Phone: 956-289-2578

EDINBURG CISD
411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2300

CARMEN GONZÁLEZ, President
XAVIER SALINAS, Vice-President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Mario H. Salinas, Superintendent

October 10, 2023

Noel Munoz
Noel Munoz Contracting
Owner

To Whom It May Concern

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the great job provided by NM Contracting during the last several years. NM Contractoing has done multiple ranging from small projects like Elem School Gym Addition, Elem. School Wing additions to Large Elementary Addition and Renovations like Hargill Elem. School.

NM Contracting attention to detail on their projects, headed by Noel Munoz has proven how a well-organized project can come to life when the Owner, Architect and Contractor share a common goal to achieve a successful project. They kept us informed, responded diligently when additional information was requested, and were always willing to cooperate and serve our district and campus personnel and most importantly kept the project on schedule for the benefit of students and staff without disrupting the teaching environment.

NM Contracting quality of work and their relaibility have been more than satisfactory to our district and have handled every problem in a professional manner and timely manner and always ensure the project gets completed to the satisfaction of the owners.

We look forward to future projects with NM Contracting. Should you have any questions or need additional information do not hesitate to call me at (956) 289-2578.

Sincerely,

Roberto S. Gomez
Director of Facilities Department

Nondiscrimination Statement

Edinburg CISD does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the nondiscrimination policies: Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us , Coordinator of Student & Social Services, 411 N. 8th Avenue, Edinburg, TX 78539, (956) 289-2300

Edinburg CISD no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas o actividades y brinda igualdad de acceso a los Boy Scouts y otros grupos juveniles designados. Las siguiente personas han sido designadas para manejar consultas sobre las políticas de no discriminación Title IX issues: Robert Vina, r.vina@ecisd.us , Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us , Coordinator of Student & Social Services, 411 N. 8th Avenue, Edinburg, TX 78539, (956) 289-2300

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: Nuestra Clinica Del Valle

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent x Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes x No___

3. Provided completed warranty documents and performed warranty items timely: Yes x No____

4. Contractor's history of completing on schedule: Excellent x Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent x Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good x Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes x No____

Signature: *Please view attached reference letter*

Printed Name: Lucy Torres

Date: 11/28/2023

Email: N/A

Phone: 956-631-5667

NUESTRA CLINICA DEL VALLE

ADMINISTRATIVE OFFICES
P.O. BOX 1689 PHARR, TEXAS 78577
956-787-8915

August 2, 2019

RE: NM Contracting LLC

To Whom It May Concern:

Nuestra Clinica del Valle, Inc. (NCDV) recently had the pleasure of doing business with NM Contracting LLC. A business relationship with NM Contracting LLC was initiated in 2017 for a 6,413 square foot clinical facility composed of Cinder Block exterior, Metal Framing interior and a Single Ply Roof System.

NM Contracting LLC completed the project in a timely matter with no major issues or delays. The construction was a smooth process and NM Contracting LLC provided bi-weekly progress meetings and reports to keep NCDV abreast of the project.

Through this letter, Nuestra Clinica Del Valle, Inc. would like to express our recommendation for NM Contracting LLC. If you have any further questions or need any additional information, please feel free to contact me.

Regards,

Lucy Torres

Chief Executive Officer

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: City of Pharr

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good __X__ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes__X___ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__X__ No____

4. Contractor's history of completing on schedule: Excellent __X__ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __X__ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __X__ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes__X___ No____

Signature: *Please refer to reference letter*

Printed Name: Ambrosio Hernandez

Date: 11/28/2023

Email: mayor@pharr-tx.gov

Phone: 956-648-4019

Pharr

MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo I Roberto "Bobby" Carrillo I Ramiro Caballero, MD I Daniel Chavez I Ricardo Medina I Itza Flores

To Whom It May Concern,

It is my pleasure to write this letter of recommendation on behalf of NM Contracting LLC. In the last 5 years, the city has undergone an aggressive physical transformation to optimize its usage and have an updated visual appeal. A key aspect of this endeavor was the modernization of our city hall. It was the first building to be addressed and the remodel was not only constructed under budget, but also ahead of schedule. NM Contracting provided exceptional management and workmanship throughout the project. They are diligent and have a great "customer comes first" mentality and it definitely showed.

As Mayor, I interact with many vendors of all types and capabilities, but I can honestly say that it was a pleasure to work with NM Contracting LLC. On behalf of the City of Pharr we whole hearty recommend without reservation NM Contracting LLC for any project.

Please feel free to contact me personally if you have any questions or need additional information.

Thank you,

Mayor Ambrosio "Amos" Hernandez
(956) 648-4019
Mayor@pharr-tx.gov

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: NM Contracting, LLC

Reference Company Name: McAllen Independent School District

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent x Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes x No___

3. Provided completed warranty documents and performed warranty items timely: Yes x No____

4. Contractor's history of completing on schedule: Excellent x Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent x Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent x Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes x No____

Signature: *Please view attached reference letter*

Printed Name: Ruben Trevino

Date: 11/28/2023

Email: Ruben.trevino@mcallenisd.net

Phone: 956-632-3200

October 26, 2021

To Whom It May Concern:

Dear Sir/Madam:

It is my pleasure to be able to provide this letter of recommendation regarding NM Contracting LLC.

As Executive Director of Facilities Maintenance and Operations for McAllen ISD, I oversee all construction projects for MISD. My experience working with NM Contracting LLC has been excellent. They are true professionals who bring important construction knowledge and outstanding management skills to their projects with excellent quality work with their experience. Bi-Weekly project meetings were conducted and construction reports were submitted with project progress to keep the district informed.

I have worked with NM Contracting on one project and throughout the duration of the project, the team provided excellent service. Their team is focused and experienced in every aspect and their ability to meet and exceed our deadline. The project was carefully managed to insure that they were on schedule and within budget. NM Contracting LLC has many years of experience and has demonstrated their ability to solve any issues that may arise in their field of expertise. Their ability to provide timely information as various issues came up enabled our team with the guidance of the project to make informed decisions throughout the process.

Our experience with NM Contracting LLC has shown that they are very knowledgeable and based on their performance I highly recommend NM Contracting LLC for any future construction projects without a doubt. NM Contracting LLC has an excellent construction administration process, and are flexible to work with and are very much client oriented. Anyone would be well served in choosing NM Contracting LLC for any construction project

Please feel free to contact me at (956) 632-3200 if you require any additional information.

Sincerely,

Ruben Trevino, Executive Director of Facilities Maintenance and Operations

Facilities Maintenance of Operations Department

4309 Warrior Avenue

McAllen, Texas 78501

Ruben.trevino@mcallenisd.net

PAYMENT BOND

* Will be provided upon award *

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Noel Munoz, Jr, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of NM Contracting, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 01/23/2024

Noel Munoz

Title: President

Notary: _____

Marcella Solano

(Apply Notary Seal)

(Print or type names under all signatures)

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2025
Notary ID 125336359

PERFORMANCE BOND

* Will be provided upon award *

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	NM Contracting, LLC		
Corporate Office			
Name:	Jerry Garcia	Phone number:	956-631-5667
Title:	VP of Operations	Email address:	jgarcia@nmcontracting.us
Business address of corporate office:	2022 Orchid Ave Ste A, McAllen, TX 78504		
Local Office			
Name:	Jerry Garcia	Phone number:	956-631-5667
Title:	VP of Operations	Email address:	jgarcia@nmcontracting.us
Business address of local office:	2022 Orchid Ave Ste A, McAllen, TX 78504		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. NM Contracting, LLC		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	10/20/2008	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	NM Contracting, LLC	Affiliation:	
Address:	2022 Orchid Ave McAllen, TX 78504		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Noel Munoz, Jr	Title:	President/ Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☑ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	12/12/2022
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Leonel Lopez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
* Please refer to pg. 36-38*		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Please view attached EMR and OHSA Ratings on pg.39-51

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No *please refer to pg.52-83*

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Assured Partners
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	500 N Central Expressway Ste 550 Plano, Texas 75074

Physical Address (principal place of business):	500 N Central Expressway Ste 550 Plano, Texas 75074		
Phone (main):	972-331-3725	Phone (claims):	972-331-3725

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Associated Industries Insurance Company Inc	Commercial General Liability
United Fire Lloyds	Automobile Liability
Richmond National Insurance Company	Umbrella Liability
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No

Mailing Address (principal place of business):	5801 N 10th St Ste 600 McAllen, Texas 78504		
Physical Address (principal place of business):	5801 N 10th St Ste 600 McAllen, TExas 78504		
Phone (main):	956-302-2159	Phone (claims):	956-302-2159

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	26 employees
Estimate of revenue for the current year:	$57,572,990.00
Estimate of revenue for the previous year:	$19,274,175.80

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	✓	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

Please refer to pg.8-9

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

Please refer to pg.12-18

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

Please refer to pg.21-35

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: NM Contracting, LLC
(typed or printed name of organization)

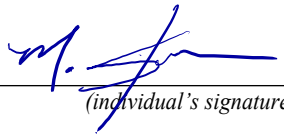
By: _____
(individual's signature)

Name: Noel Munoz, Jr
(typed or printed)

Title: President
(typed or printed)

Date: 01/16/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Marcella Solano
(typed or printed)

Title: VP of Administration
(typed or printed)

Address for giving notices:
2022 Orchid Ave Ste A
McAllen, TX 78504

Designated Representative:

Name: Noel Munoz, Jr
(typed or printed)

Title: President
(typed or printed)

Address:
2022 Orchid Ave Ste A
McAllen, TX 78504

Phone: 956-631-5667

Email: frontdesk@nmcontracting.us

Schedule A—Current Projects

Name of Organization				
Project Owner	City of San Juan	Project Name	San Juan Fire Station	
General Description of Project				
Project Cost	$3,625,700.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ismael Morales	Jessie Suarez	Leonel Lopez	Jerry Garcia

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Benjamin Arjona	City Manager	City of San Juan	956-223-2200	N/A
Designer	ERO Architects	N/A	ERO Architects	956-661-0400	
Construction Manager	NM Contracting, LLC	Jerry Garcia	VP of Operations	956-631-5667	

Project Owner	City of McAllen	Project Name	McAllen Fire Station #8	
General Description of Project				
Project Cost	$4,622,500.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Ismael Morales	Landon Joyner	Leonel Lopez	Jerry Garcia

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen	N/A	City of McAllen	956-681-3111	N/A
Designer	Gignac Associates	N/A	Gignac Associates	956-365-4820	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Project Owner	Hidalgo County	Project Name	El Paraiso Health Clinic	
General Description of Project				
Project Cost	$6,877,000.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Andrew Munoz	Andrew Martinez	Leonel Lopez	Jerry Garcia

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Victor Borrego	Purchasing Director	Hidalgo County	956-318-2626	N/A
Designer	ERO Architects	N/A	ERO Architects	956-661-0400	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Qualifications & Current Projects

Project #/Name	Owner	Architect	Amount	Percent Complete	Completion Date
2100 - McAllen Airport Taxiway Improvements Phase 3 & 4	City of McAllen	KSA Engineering	$20,201,242.97	48%	9/17/2024
2105- Brownsville Sams Stadium	Brownsville ISD	ROFA	$ 4,769,883.00	79%	2/15/2024
2107 - RGCFSD Faculty+Student Training Center	RGCCFSD	Design Group International	$ 5,273,320.00	98%	2/12/2024
2108 - B.L Garza MS. HVAC	ECISD	MEP Solutions	$ 5,977,914.00	72%	3/15/2024
2111 - Escandon Elementrary School	ECISD	SIGMA	$ 1,812,670.00	87%	1/23/2024
2113- ECISD North Cafeteria	ECISD	Milnet Architecural Services	$ 3,074,700.00	96%	2/3/2024
2114- Sea Turtle Inc. Clinic	Sea Turtle Inc	Roberto J Ruiz Architect Inc	$ 7,041,300.00	37%	8/2/2024
2115- Edinburg North ESSER HVAC	ECISD	Halff Associates, Inc.	$ 5,927,800.00	49%	6/1/2024
2116- San Juan Fire Station	City of San Juan	ERO Architects	$ 3,625,700.00	62%	3/22/2024
2119- La Posada Apartments	Edinburg Housing Authority	Milnet Architect	$ 5,000,000.00	57%	6/6/2024
2121- SoTX Intl. Airport Edinburg	TX DOT.	N/A	$ 9,360,954.63	43%	6/15/2024
2122 - RGCGISD Welding Shop	RGCG ISD	Design Group International	$ 975,983.00	87%	4/9/2024
2123 - McAllen Fire Trainng Center	City of McAllen	Gignac+Associates	$ 4,642,700.00	39%	5/10/2024
2124 - Austin Star Detonator	Austin Star Detonator Co	Robert Esrada Architects	$ 1,097,500.00	26%	4/8/2024
2125 - McAllen Housing Authority Carports	McAllen Housing Authority	McAllen Housing Authority	$ 178,369.00	27%	1/20/2024
2126 - ECISD Cano Gonzalez Gym	Edinburg CISD	Sames, Inc	$ 999,804.00	62%	4/8/2024
2127 - McAllen Fire Station No. 8	City of McAllen	Gignac&Associates	$ 4,622,500.00	23%	7/8/2024
2128 - RGC HS New Cosmetology & Barber Shop	RGC ISD	Design Group International	$ 2,262,700.00	37%	10/2/2024
2129 - Alton Nuestra Clinica Del Valle	Nuestra Clinica	Warren Group	$ 1,784,500.00	36%	5/15/2024
2130 - ECISD Admin Parking lot	ECISD	SIGMA	$ 832,086.38	86%	2/1/2024
2131 - Palm Valley Golf Course	City of Palm Valley	Ferris, Flinn, & Medina Arch.	$ 1,957,733.90	0%	8/17/2024

2132 - McAllen Airport Terminal HVAC & Lighting	City of McAllen	Aviation Department	$ 2,780,600.00	0%	7/11/2024
2133 - ACME Square Subdivions	Meca Invesments Inc	N/A	$ 1,832,087.99	0%	6/15/2024
2134 - El Paraiso Health Clinic	Hidalgo County	ERO Architects	$ 6,877,000.00	0%	3/1/2025
2135 - San Juan Parks & Rec	City of San Juan	ERO Architects	$ 5,037,500.00	0%	1/15/2025
2136 - Hidalgo Head Start Learning Center	Hidalgo County	The Warren Group Architects	$ 2,722,180.00	0%	9/11/2024
Total Contract Amount for Current Projects:			**$110,668,728.87**		

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Edinburg		Project Name	El Tule Recreation Center	
General Description of Project	Renovation and Improvements				
Project Cost	$4,997,600.00		Date Project	10/27/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ismael Morales	Mateo Salazar	Leonel Lopez	Jerry Garcia	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	N/A	City of Edinburg	956-338-8204	N/A
Designer	Milnet Architects	N/A	Milnet Architects	956-688-5656	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Project Owner	Hidalgo CISD		Project Name	Central Admin Building Addition	
General Description of Project	Addition and renovation.				
Project Cost	$1,222,000.00		Date Project	01/14/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Marcella Solano	Jessie Suarez	Leonel Lopez	Jerry Garcia	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Albert Guerra	N/A	Hidalgo CISD	956-843-4412	N/A
Designer	Gignac Associates	N/A	Gignac Associates	956-365-4820	
Construction Manager	Jerry Garcia	VP Of Operations	NM Contracting, LLC	956-631-5667	

Project Owner	Weslaco Idependent School District		Project Name	Weslaco Band Hall	
General Description of Project	New construction build of a band hall				
Project Cost	$3,946,000.00		Date Project	12/20/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Marcella Solano	Fred Money	Marcella Solano	Noel Munoz, Jr	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Weslaco ISD	N/A	Weslaco ISD	956-969-9500	N/A
Designer	ERO Architects	N/A	ERO Architects	956-661-0400	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner	City of San Juan	Project Name	San Juan Public Safety Building	
General Description of Project	New construction build			
Project Cost	$1,875,000.00	Date Project	9/8/2017	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Derrick Munoz	Jesse Suarez	Marcella Solano	Noel Munoz, Jr

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Benjamin Arjona	N/A	City of San Juan	956-223-2200	N/A
Designer	PBK Architects	N/A	PBK Architects	956-687-1330	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Project Owner	City of Pharr	Project Name	Pharr City Hall 1st Floor Renovations	
General Description of Project	Addition and renovations			
Project Cost	$2,349,203.00	Date Project	04/25/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Derrick Munoz	Mateo Salazar	Marcella Solano	Noel Munoz, Jr

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	City of Pharr	N/A	City of Pharr	956-402-4000	N/A
Designer	ERO Architects	N/A	ERO Architects	956-661-0400	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Project Owner	Edinburg CISD	Project Name	Hargil Elementary Additions and Renovations	
General Description of Project	Additions and renovation			
Project Cost	$5,582,000.00	Date Project	9/30/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Derrick Munoz	Mateo Salazar	Marcella Solano	Noel Munoz, Jr

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Estrada	N/A	Edinburg CISD	956-316-7200	
Designer	Negrete & Kolar	N/A	Negrete & Kolar	956-386-0611	
Construction Manager	Jerry Garcia	VP of Operations	NM Contracting, LLC	956-631-5667	

Qualifications & Work Experience
Completed Projects (2017-2023)

Projects in similiar size and scope highlighted in yellow.

Project Name	Owner	Architect	Amount	Completion Date	Days To Complete
El Tule Recreation Center	City of Edinburg	Milnet Architects	$ 4,997,600.00	10/27/2023	365
Hidalgo CISD Central Admin	Hidalgo ISD	Gignac+Associates	$ 1,222,000.00	1/14/2023	240
Ft. Ringgold Re-Roofing of Barracks	RGC Grulla ISD	Design Group Internationa	$ 324,000.00	4/8/2023	120
South Padre Island Transit	City of South Padre	Sames,Inc.	$ 150,408.00	3/20/2023	120
Edinburg Hike & Bike	City of Edinburg	N/A	$ 1,208,280.00	8/13/2022	207
IDEA Thrive	IDEA Public Schools	GMS Architects	$ 1,290,000.00	7/4/2022	153
Mission CISD Maintenance Warehouse	Mission CISD	PBK	Current	6/15/2022	130
RGCCISD Old Band Hall Annex Reroofing	Rio Grande City CISD	Design Group	$ 114,300.00	6/1/2022	21
Mcallen Demo of Various Structures	City of McAllen	N/A	$ 30,400.00	6/1/2022	30
ECISD San Carlos Gymnasium	Edinburg CISD	ERO	$ 549,000.00	5/25/2022	359
Hidalgo Co. Pct. 4 Mechanic's Shop	Hidalgo County 1051 N. Doolittle Road Edinburg, TX 78542	ERO	$ 1,808,000.00	3/1/2022	425

McAllen HS HVAC & Utility Plant Upgrade	McAllen ISD 4309 Warrior Drive, Ste. B McAllen, TX 78501	Halff & Associates	$ 2,790,000.00	2/28/2022	425
RGCCISD Old Band Hall Annex Reroofing	Rio Grande City CISD 1 S. Fort Ringgold Rio Grande City, TX 78582	Design Group Intl.	$ 265,950.00	2/1/2022	150
San Diego CISD Administrative Building	San Diego CISD 609 W. Labbe Ave. San Diego, TX 78384	LaMarr Womack & Associates	$ 678,910.00	1/15/2022	365
McAllen Westway Heights Drainage Improvements	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	City of McAllen	$ 2,438,795.75	1/25/2021	300
McAllen Airport Taxiway Improvements	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	KSA Engineering	$ 14,963,905.00	10/1/2021	425
Edinburg City Buildings Demo	City of Edinburg Attn: Tomas Reyna/956-388-8204 415 W. University Drive Edinburg, TX 78540	N/A	$ 74,700.00	8/16/2021	60
McAllen Housing Authority	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	N/A	$ 610,000.00	8/30/2021	270
Pharr City Hall 1st Floor Renovations	City of Pharr Ignacio Amezcua/956-402-4100 118 S. Cage Blvd. Pharr, TX 78577	ERO	$ 2,349,203.00	4/25/2021	270
Edinburg CISD Undergound Tank Removal	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	N/A	$ 136,457.00	1/17/2021	120
De La Vina GYM	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	$ 551,000.00	1/5/2021	240
FMCSA Southern Border	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	Milnet	$ 1,326,400.00	12/15/2020	420

San Benito PACNATE	San Benito CISD 450 S Williams Road San Benito, TX 78586	Brighton Group	$	416,964.00	12/10/2020	240
Lyford Rural Health Clinic	City of Lyford 13800 FM 498 Lyford, TX 78569	Megamorphosis	$	675,000.00	12/1/2020	350
Brownsville CTE MEP Upgrades	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	Sigma Engineers	$	139,000.00	12/1/2020	180
VIA Tailwinds Restaurant	Valley International Airport Bryan Wren/956-367-2327 3002 Heritage Way Harlingen, TX 78550	Megamorphosis	$	257,700.00	11/30/2020	120
Cameron Co. Pct. 3 & Vehicle Maintenance Bldg.	Cameron County Danny Villarreal 26929 FM 510 San Benito, TX 78566	GMS	$	2,858,956.00	5/25/2020	540
Brooks County Weight Station	Brooks County Judge Ramos/361-325-5604 100 E. Miller St. Falfurrias, TX 78355	LWA Architects	$	36,348.00	4/5/2020	60
Falfurrias High School Parking Improvements	Brooks County ISD Alissa M. Sanchez/361-325-8015 200 E. Allen Falfurrias, TX 78355	Milnet	$	259,250.00	3/3/2020	90
McAllen Veterans Memorial	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	City Engineer	$	116,712.00	3/30/2020	120
Falfurrias Middle School Parking Lot	Brooks County ISD Alissa M. Sanchez/361-325-8015 200 E. Allen Falfurrias, TX 78355	Milnet	$	528,002.00	12/15/2019	210
Hargill Elementary Additions and Renovations	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Negrete & Kolar	$	5,582,000.00	9/30/2019	360
Donna Todd MS	Donna ISD Velma Rangel/956-461-4320 116 N 10th Donna, TX 78537	ROFA	$	3,061,000.00	1/31/2020	450

Roma Transit Station	City of Roma Josie Hinojosa/956-849-4296 77 E. Convent Ave. Roma, TX 78584	Megamorphosis	$	619,000.00	8/31/2019	270
Santa Rosa Administration Bldg. Renovations	Santa Rosa ISD 232 E Jesus T. Avila St. Santa Rosa, TX 78593	Lamarr Womack & Assoc.	$	926,900.00	12/16/2019	210
Brownsville CTE Cummings Canopy Improvements	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	Sigma Engineers	$	313,500.00	9/30/2019	120
Weslaco Band Hall	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	ERO Architects	$	3,946,000.00	12/20/2019	425
The Reese Probar Finishout	American Bar Association 1050 Connecticut Ave., NW Ste. 400 Washington, DC 20036	Megamorphosis		$2,046,078.00	12/15/2019	150
McAllen Heritage Center Restroom Remodel	City of McAllen Elva Cerda/956-681-2861 1000 S. Ware Rd. McAllen, TX 78501	N/A	$	158,400.00	12/2/2019	120
Mercedes Civic Center Improvements	City of Mercedes Sergio Zavala/956-565-3114 400 S. Ohio Avenue Mercedes, TX 78570	SWG Eng.	$	253,534.00	6/25/2019	150
McAllen 2nd Street Trail Improvements	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501	McAllen Eng.	$	141,342.00	6/15/2019	120
UPC Granjeno Park	City of Granjeno	Hinojosa Eng.	$	291,287.00	6/14/2019	150
Penn Aluminum	Penn Aluminum International	N/A	$	432,688.00	5/30/2019	180
Holy Family Church	Diosese of Brownsville Rey Rivera/956-781-5323 700 N. Virgen de San Juan Blvd. San Juan, TX 78589	Milnet Architects	$	622,000.00	5/15/2019	180
Hildalgo Co. Pct. 2 Service Shop	County of Hidalgo	The Warren Group	$	1,180,300.00	5/1/2019	300

IDEA Public Schools San Juan Academy	IDEA Public Schools	GMS	$	332,000.00	3/25/2019	180
New Field House Facility	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	GMS	$	3,004,000.00	3/15/2019	240
Calvillo CATE Complex & Abrigo Ag. Complex Impvmt.	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	ROFA	$	685,900.00	4/29/2019	200
Nuestra Clinica del Valle-Donna Medical Facility	Nuestra Clinica del Valle Lucy R. Torres/956-787-8915 P.O. Box 1689 Pharr, TX 78577	The Warren Group	$	1,011,200.00	2/15/2019	270
Silva & Gonzalez Elementary Parking Lot Additions	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599	M Garcia	$	251,336.00	12/28/2018	180
Harlingen Canopy Improvements	Harlingen CISD Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip Harlingen, TX 78550	Megamorphosis	$	225,000.00	12/1/2018	110
Sharyland New Cattle Pavillion at Pioneer HS	Sharyland ISD Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	$	1,038,000.00	9/19/2018	120
City of Donna Fire Station Addition	City of Donna Jaime Garcia/956-464-3013 209 S. 10th Street Donna, TX 78537	ROFA	$	598,900.00	6/30/2018	150
Sharyland HS Renovations - Painting	Sharyland ISD Mark Dougherty/956-580-5200 1200 N. Shary Rd. Mission, TX 78572	Gomez Mendez Saenz	$	86,911.00	6/21/2018	60
Willacy County Community Safe Room	Willacy County Judge Aurelio Guerra/956-689-3393 576 W. Main Street Raymondville, TX 78580	Steve McGarraugh	$	1,621,000.00	6/15/2018	300
Harlingen Baseball/Softball Improvements	Harlingen CISD Victor Gonzalez/956-427-3403 1901 N. 77 Sunshine Strip Harlingen, TX 78550	Gomez Mendez Saenz	$	1,676,800.00	6/4/2018	180

Austin Elem. Gym Renovations	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Gignac	$	570,000.00	4/11/2018	140
Texas Tropical-60 Vehicle Parking Addition	Texas Tropical Behavioral Health W. Terry Crocker/956-289-7258 1901 S. 24th Ave. Edinburg, TX 78539	GOERO	$	373,100.00	4/6/2018	75
Edinburg CISD Secured Entrances Phase 3	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	Eli Alvarado	$	508,400.00	1/31/2018	90
San Juan Public Safety Bldg.	City of San Juan Xavier Cervantez/956-223-2220 709 S. Nebraska Ave. San Juan, TX 78589	PBK	$	1,875,000.00	9/8/2017	210
STC Parking Lot for Police Vehicles	South Texas College David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	R. Gutierrez	$	200,000.00	8/24/2017	120
Avila Elementary Classroom Addition	Edinburg CISD Robert Estrada/956-289-2578 411 North 8th Ave. Edinburg, TX 78539	ROFA	$	1,095,000.00	8/15/2017	210
IDEA Quest Campus Phase 3	IDEA Public Schools	Gomez Mendez Saenz	$	2,693,400.00	8/11/2017	180
Donna North HS Band Parking Lot Improvements	Donna ISD Velma Rangel/956-461-4320 116 N 10th Donna, TX 78537	ROFA	$	141,440.00	4/21/2017	30
PSJA North ECHS Exterior Door Replacement	PSJA ISD Jerry Lopez/956-354-2075 601 E. Kelly Pharr, TX 78577	ROFA	$	408,700.00	4/1/2017	90
Hanna HS Construction Technology Facility	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521	ROFA	$	510,146.00	2/28/2017	300

STC Technology Campus Door & Frame Replacement	South Texas College David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	ROFA	$	114,900.00	1/22/2017	90
STC Pecan Campus Building G Fume Hoods Phase II	South Texas College David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	Sigma Engineers	$	267,652.00	1/13/2017	90
STC Pecan Campus-Bldg. K Enrollment Center	South Texas College David Valdez/956-872-3737 P.O. Box 9701 McAllen, TX 78501	Boltinghouse	$	408,600.00	1/12/2017	120
Total Contract Amount for Completed Projects:			**$**	**82,438,654.75**		

Schedule C—Key Individuals

Project Manager			
Name of individual	Melissa Champion		
Years of experience as project manager	30+		
Years of experience with this organization	3+		
Number of similar projects as project manager	3+		
Number of similar projects in other positions	10+		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Edinburg North ESSER HVAC	50%	6/1/2024	
Edinburg Cano & Gonzalez Gym	50%	4/8/2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerry Garcia	Name	Noel Munoz, Jr
Title/Position	VP of Operation	Title/Position	President
Organization	NM Contracting, LLC	Organization	NM Contracting, LLC
Telephone	956-631-5667	Telephone	956-631-5667
Email	jgarcia@nmcontracting.us	Email	frontdesk@nmcontracting.us
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual	Ruben Trevino		
Years of experience as project superintendent	15+		
Years of experience with this organization	1+		
Number of similar projects as project superintendent	3+		
Number of similar projects in other positions	1		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
McAllen Fire Training Center	50%	7/15/2024	
McAllen Fire Station #8	50%	5/1/2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerry Garcia	Name	Noel Munoz, Jr
Title/Position	VP of Operations	Title/Position	President
Organization	NM Contracting, LLC	Organization	NM Contracting, LLC
Telephone	956-631-5667	Telephone	956-631-5667
Email	jgarcia@nmcontracting.us	Email	frontdesk@nmcontracting.us
Project		Project	
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Leonel Lopez	
Years of experience as project manager		N/A	
Years of experience with this organization		1+	
Number of similar projects as project manager		1+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
* Please refer to pg. *			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Noel Munoz, Jr	Name	Jerry Garcia
Title/Position	President	Title/Position	VP of Operations
Organization	NM Contracting, LLC	Organization	NM Contracting, LLC
Telephone	956-631-5667	Telephone	956-631-5667
Email	frontdesk@nmcontracting.us	Email	jgarcia@nmcontracting.us
Project		Project	
Candidate's role on project	Safety Manager	Candidate's role on project	Safety Manager

Quality Control Manager			
Name of individual		Jerry Garcia	
Years of experience as project superintendent		N/A	
Years of experience with this organization		3+	
Number of similar projects as project superintendent		10+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Please refer to pg.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Noel Munoz, Jr	Name	Jerry Garcia
Title/Position	President	Title/Position	VP of Operations
Organization	NM Contracting, LLC	Organization	NM Contracting, LLC
Telephone	956-631-5667	Telephone	956-631-5667
Email	frontdesk@nmcontracting.us	Email	jgarcia@nmcontracting.us
Project		Project	
Candidate's role on project	Quality Control Manager	Candidate's role on project	Quality Control Manager



NOEL MUNOZ, JR.

President

CONTACT

PHONE:
956-631-5667

EMAIL:
noel@nmcontracting.us

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Attended University of Texas Pan American
- Community College of the Air Force
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

As President of Construction with over 35 years of experience, Noel serves as a project executive leading large construction project and maintaining effective relationships with owners. Additionally, he's actively involved in project procurement and estimating. Noel has been an AGC member since 1999 and served a two-year term as Board President from 2019-2021. He's a U.S. Air Force veteran and native Texan with deep roots in the Rio Grande Valley.

PROFESSIONAL EXPERIENCE

Project portfolio consists of warehouses, schools, financial institutions, restaurants, healthcare facilities, government agency buildings, and privately-owned commercial business structures. Managed construction projects of up to $40 million.

- **NM Contracting, LLC – President**
  July 1997 – Present
- **Williamson Construction – Project Manager**
  July 1998 – May 2007
- **City of Mission – Housing Specialist**
  April 1995 – July 1998
- **USAF Tinker Air Force Base – Structural Specialist**
  February 1986 – April 1995



CARLOS J. RAMOS

VP of Finance

CONTACT

PHONE:
956-631-5667

EMAIL:
cramos@nmcontracting.us

YEARS OF EXPERIENCE

Total: 24

EDUCATION

- Bachelor of Business Administration/ Accounting – Texas Pan American University

Statement of Qualifications

VP of Finance with a comprehensive experience of directing operations through strategic financial planning and oversight of all accounting operations which include payables, receivables, and tax preparation. Carlos works directly with the president and senior leaders of our organization to ensure the company of a continuously sound financial structure. He does so by identifying issues affecting overall performance, reporting if revenue goals are on target, and maximizes scalability throughout the year.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Finance**
  June 2017 – Present
- **Coca-Cola Refreshments – Senior Manager, Customer Care**
  2012 – August 2017
- **Coca-Cola Refreshments – Market Unit VP**
  2011 - 2012
- **Coca-Cola Enterprises Inc., South Region – Vice President/HEB Account Team Leader**
  2010 – 2011
- **Coca-Cola Enterprises Inc., South Region – Area Manager/Area Vice President**
  1998 - 2010



MARCELLA S. SOLANO

VP of Administration

CONTACT

PHONE:
956-631-5667

EMAIL:
msolano@nmcontracting.us

YEARS OF EXPERIENCE

Total: 9

EDUCATION

- Master of Administration of Justice & Security - University of Phoenix
- Bachelor of Business Administration - University of Texas-Pan American / Tecnológico de Monterrey, Guadalajara, Jalisco
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Marcie has a wealth of banking & investment experience along with 9 years in commercial construction. She serves as a trusted adviser who leads and mentors administrative staff. She assists with managing executive leadership projects, meetings, and events, as well as carrying out a variety of daily operational and managerial tasks. This includes implementing organizational policies and procedures, strategic planning, liaising with various departments within the organization, and record management. Additionally, she provides vital support to the construction team regarding safety and ensures compliance while mitigating risk.

PROFESSIONAL EXPERIENCE

- **NM Contracting, LLC – VP of Administration**
  January 2014 – Present
- **Redhorse Labor, LLC – General Manager/Owner**
  March 2013 – November 2016
- **Frost Bank – Administrative Officer**
  June 2004 – March 2013



GERARDO "JERRY" GARCIA

Vice President of Operations

CONTACT

PHONE:
956-631-5667

EMAIL:
jgarcia@nmcontracting.us

YEARS OF EXPERIENCE

Total: 36

EDUCATION

- Texas State Technical Institute
- OSHA 30-Hour Safety Certification

Statement of Qualifications

Jerry Garcia has been involved in the commercial construction industry for 39 years. He has over 28 years of experience in the construction management, 4 years in the project management field, and 7 years as partner/principal, as director of the Construction Administration department at ERO Architects. Jerry understands the high value of high-quality construction documents and has learned well how to effectively communicate and provide information related to projects in a timely manner. He has reviewed hundreds of construction documents and experientially learned what works from the owners, architects, and contractors' point of view. His experience covers public and private sector such as Public Schools, Banks, Restaurants, Hotels, Medical, and Federal Government Facilities. Jerry is very meticulous and diligent in regard to construction, and as the acting V.P. of Operations for NM Contracting, he will work closely with the design team to ensure a successful timely completion of the contracted construction projects.

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – V.P. of Operations**
  2021 – Present
- **ERO Architects – Principal Partner**
  2013 – 2021
- **FELMAC Construction – Construction Administration, Manager**
  1999 – 2012
- **Rio Valley Construction, INC. – Construction Manger**
  1985 - 1998



DAVID M. CRAMER

Senior Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
dcramer@nmcontracting.us

YEARS OF EXPERIENCE

Total: 50+

EDUCATION

- Bachelor of Science- Building Construction – Texas A&M University

Statement of Qualifications

David is our most seasoned construction team member that has the overall responsibility to ensure each project is managed successfully and completed on time. He is also responsible for the timely submission of updated Project Schedules, submittals, and weekly meeting agendas. Other duties include, but are not limited to, review of project performance including scope, budget, schedule, costs, submittals, payment applications, shop drawings, field construction, and safety. Obtain all necessary permits and licenses. Prepare cost estimates and track financial status of project. Organize and facilitate project steering / operate committee meetings. Evaluate project using foresight and good judgement to solve unforeseen issues.

PROJECT EXPERIENCE

Ryder Truck Facility | $1.5M | Houston, TX

Mid-Rise Condominiums | $3.5M | South Padre Island, TX

Nueces County Courthouse | $15M | Corpus Christi, TX

Navy Hospital | $10M | Corpus Christi, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Senior Project Manager**
  March 2021 – Present
- **Wil-Con – Project Manager**
  October 2015 – June 2020
- **Alamo Systems – Project Manager**
  October 2014 – August 2015
- **D. Wilson Construction – Project Manager**
  June 2013 – August 2014



MELISSA CHAMPION

Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
mchampion@nmcontracting.us

YEARS OF EXPERIENCE

Total: 30

EDUCATION

- South Texas College – Drafting & Design
- OSHA 30-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

Melissa has 30 years of commercial construction experience in project management and is responsible for overseeing multiple construction projects. Several of her responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, and organizing weekly meetings with all construction team members. She maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPERIENCE

- P.S.J.A ISD – S.F. Austin Middle School |$23.7 M |Pharr, TX
- Brooks County ISD Falfurrias High School Renovations |$9 M |Falfurrias, TX
- P.S.J.A ISD Henry Ford Elementary|$11 M |Pharr, TX
- Mission CISD Alton Elementary|$4 M |Mission, TX
- Edinburg Betty Harwell and Longoria Middle Schools|$40 M |Edinburg, TX
- Mercedes ISD North Elementary|$10 M | Mercedes, TX

ISMAEL MORALES

Project Manager

CONTACT

PHONE:
956-648-3812

EMAIL:
imorales@nmcontracting.us

YEARS OF EXPERIENCE

Total: 10

EDUCATION

- Attended University of Texas Pan American
- CPR/Blood Pathogen Certified
- OSHA 10-Hour Safety Certification

STATEMENT OF QUALIFICATIONS

Ismael has 10 years of commercial construction experience between project management and as a superintendent. He is responsible for overseeing multiple construction projects and maintaining industry- leading quality standards. He is highly skilled in leading cross- functional teams, liaising with subcontractors and external agencies, and ensuring on-time completion of project milestones. He is able to excel in demanding environments and complex situations. Several of his responsibilities include reviewing plans, maintaining the project within budget, updating project schedules, ensuring site safety compliance, and organizing weekly meetings with all construction team members. He maintains close contact with clients, monitors construction and financial activities to ensure proper project completion.

PROJECT EXPEIRENCE

- Mateo Beach House |$1.2 M |South Padre Island, TX
- Bert Ogden Mazda |$4.1 M |Mission, TX
- Hacienda Quick Lane|$1.8 M |Edinburg, TX
- Collision Center|$3.2 M |Edinburg, TX
- Toyota Center|$9 M |Harlingen, TX



ANDREW K. MUNOZ

Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
amunoz@nmcontracting.us

YEARS OF EXPERIENCE

Total: 17 Years

EDUCATION

- High-School Diploma
- OSHA-30 Hour Safety Course

Statement of Qualifications

Project manager with experience in directing multiple projects to successful completion through effective management and team collaboration while conforming to specifications and deadlines. Execute construction site logistics and control of project cost for quality and productivity. Continually strives to deliver quality service and high levels of client satisfaction through diligent attention to detail and continuous communication. Team Management, Multi-Site Management, Quality Control Safety Training, Customer Relations, Personnel Acquisition & Training, Budget & Finances, Material Cost Estimation, Team management.

PROJECT EXPERIENCE

Wells of Artesia | $26M | South Artesia, NM

Hidalgo County Courthouse | $15M | Edinburg, TX

Nuestra Clinica Del Valle | $2.5M | Donna, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Project Manager**
  September 2023 – Present
- **Westmoreland Builders – Project Manager**
  August 2022 – September 2023
- **Morganti Group – Project Manager**
  April 2020 – August 2022
- **NM Contracting, LLC – Project Manager**
  September 2013 – April 2020
- **NM Contracting, LLC – Site Foremen**
  January 2006 – September 2013



ANDREW M. MARTINEZ

Assistant Project Manager

CONTACT

PHONE:
956-631-5667

EMAIL:
amartinez@nmcontracting.us

YEARS OF EXPERIENCE

Total: 18 months

EDUCATION

- UTRGV- bachelor's degree in environmental science
- High-School Diploma

Statement of Qualifications

Assistant Project manager with experience in expediting day to day construction and administrative documentation. Assisting in on field directives and conveyance.

PROJECT EXPERIENCE

Cosmetology & Barber Shop | $2M | RGC, TX

Cano/Gonzalez Gym Renovations | $2M | Edinburg, TX

Nuestra Clinica Del Valle | $2.5M | Alton, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Assistant Project Manager**
  October 2022 – Present
- **Home Depot– Lumber Department**
  August 2021 – September 2022

RUBEN TREVINO

Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
rtrevino@nmcontracting.us

YEARS OF EXPERIENCE

Total: 15 years

EDUCATION

- UTRGV- bachelor's degree in business administration
- High-School Diploma

Statement of Qualifications

Ruben Trevino is a superintendent and brings immense experience with managing construction field operations. As the Superintendent, he is responsible for providing leadership of all field activities with an emphasis on safety, schedule, quality, and owner satisfaction.

PROJECT EXPERIENCE

FXG Starkville|$21.1M|

Northside Community Center|$10M| Pharr, TX

Gordon Food Services |$2.8M|North Oaks, TX

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Superintendent**
  January 2023 – Present
- **Catamount Constructors, Inc – Superintendent**
  January 2022 – December 2022
- **Davila Construction, Inc – Superintendent**
  July 2021 – December 2021
- **D Wilson Construction – Superintendent**
  September 2019 – July 2021
- **Residential Custom Home Builder – Project Manager**
  January 2008 – August 2019

MATEO SALAZAR

General Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
msalazar@nmcontracting.us

YEARS OF EXPERIENCE

Total: 22

EDUCATION

- Bachelor of Science/ Agricultural Engineer – Universidad Autonoma de Nuevo Leon
- OSHA-30 Hour Safety Course
- CPR Certified
- Mold awareness, prevention, and control training

Statement of Qualifications

Mateo Salazar is a veteran General Superintendent and brings immense experience with managing construction field operations. As the General Superintendent, he is responsible for providing leadership of all field activities with an emphasis on safety, schedule, quality, and owner satisfaction.

PROJECT EXPERIENCE

- Pharr City Hall Renovations | $2.3 M | Pharr, TX
- TSTC Chiller Plant | Harlingen, TX
- Hidalgo County Admin. Offices Renovation | Edinburg, TX
- Nikki Rowe HS Roof Replacement | McAllen, TX
- Juarez-Lincoln HS Science Lab Additions | La Joya, TX
- Replaced 11 Generators Port Isabel Detention Center | Port Isabel, TX
- Border Patrol Salley Port Widening | La Grulla, TX
- Los Fresnos Elementary #9 | Brownsville, TX
- Weslaco Public Facilities | Weslaco, TX
- Sharyland Elementary #8 | McAllen, TX
- La Joya Elementary #19 | Mission, TX
- Pharr Housing Authority | Pharr, TX
- McAllen Pest Control | Pharr, TX
- Penn Aluminum | Harlingen, TX
- Time Warner Cable | Pharr, TX

JOSE SOSA

Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
jsosa@nmcontracting.us

YEARS OF EXPERIENCE

Total: 4 years

EDUCATION

- STC – associate degree
- High-School Diploma

Statement of Qualifications

Jose Sosa is a superintendent with demonstrated success a assessing project scope and adhering to deadlines. Safety-conscious, detail-oriented, and well-versed in team leadership and delegation to drive project progress and foster client satisfaction.

PROJECT EXPERIENCE

McAllen Fire Station |$2.1M|

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Superintendent**
  January 2023 – Present
- **ECON – Superintendent**
  May 2022 – December 2022
- **Home Depot – Sales Associate**
  April 2020 – May 2022
- **ECON – Carpenter**
  September 2019 – March 2020
- **Gonzalez Enterprises, LLC – Framer**
  November 2018 – August 2019

LANDON JOYNER

Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
ljoyner@nmcontracting.us

YEARS OF EXPERIENCE

Total: 1 years

EDUCATION

- PSC- Associate degree in Arts & Design

Statement of Qualifications

Landon Joyner is an superintendent with demonstrated success an assessing project scope and adhering to deadlines. Safety-conscious, meticulous, and well-versed in team leadership and delegation to drive project progress and foster client satisfaction.

PROJECT EXPERIENCE

ECISD Cano/Gonzalez Gym | $1 M |

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Assistant Superintendent**
  October 2023 – Present
- **Diverse Roofing- Installer**
  July 2022 – September 2023
- **ROA Brothers Construction – Foreman**
  Jan 2022 – July 2022

NICOLAS ARIAS

Assistant Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
narias@nmcontracting.us

YEARS OF EXPERIENCE

Total: 4 years

EDUCATION

- Master of Business Administration (Current)
- UTRGV- Bachelor of Science in Pre-Med Biology

Statement of Qualifications

Nicolas Arias is an assistant superintendent with demonstrated success an assessing project scope and adhering to deadlines. Safety-conscious, meticulous, and well-versed in team leadership and delegation to drive project progress and foster client satisfaction.

PROJECT EXPERIENCE

Sea Turtle Clinic | $7.3M|

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Assistant Superintendent**
  October 2023 – Present
- **Nacho's Remodeling, LLC – Carpenter**
  April 2019 – September 2023
- **IDEA Public School- IB Bio Teacher**
  October 2019 – September 2023
- **US AR-MEDCOM – Team Chief (Reserve Status)**
  October 2019 – Present

DOMINGO DESIGA

Superintendent

CONTACT

PHONE:
956-631-5667

EMAIL:
ddesiga@nmcontracting.us

YEARS OF EXPERIENCE

Total: 35 + years

EDUCATION

- TSTC – associate degree in Applied Science in Construction Technology
- High-School Diploma

Statement of Qualifications

Domingo is a superintendent with demonstrated success a assessing project scope and adhering to deadlines. Safety-conscious, detail-oriented, and well-versed in team leadership and delegation to drive project progress and foster client satisfaction.

PROJECT EXPERIENCE

New Lucille Hendricks Elementary|$8.1M|

Raymondville Police Department|$1M|

Exceptional ER Health Care Facility|$5.2M|

Cameron County Animal Shelter|$3.7M|

La Feria Sub Fire Station|$1M|

PROFFESIONAL EXPERIENCE

- **NM Contracting, LLC – Superintendent**
  January 2023 – Present
- **Sames Inc – Superintendent**
  January 2020 – December 2022
- **Centennial Contractors – Superintendent**
  April 2017 – August 2019
- **JCON Construction – Superintendent**
  September 2014 – March 2017
- **D. Wilson Construction – Superintendent**
  January 2010 – August 2014
- **Rio Valley Construction – Superintendent**
  2005 – 2010
- **Diamond Rio Construction – Superintendent**
  1992 – 2004
- **J&E Oil Co. Inc – Superintendent**
  1989 – 1992

Awards


AGC
TEXAS BUILDING BRANCH
Texas Building Branch
2022 Zero Lost Time Award
Presented to
NM Contracting
Corbi Van Arsdale, President
Proudly Sponsored by
CompGroup
Workers' Comp and More.


AGC
Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2022
NM Contracting, LLC
Zero Incidence Rate
Building - 1 to 49,999 Work Hours
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


AGC
Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2021
NM Contracting, LLC
Zero Incidence Rate
Building - 1 to 49,999 Work Hours
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


Rio Grande Valley Chapter
NM Contracting, LLC
2021
CONTRACTOR
of the Year


Certificate of Excellence
Texas Safety Award
Achievement in Jobsite Safety
Sponsored by:
CompGroup
Presented to
NM Contracting


Certificate of Excellence
Texas Safety Award
Achievement in Jobsite Safety
Sponsored by:
CompGroup
Presented to
NM Contracting, LLC

Awards


Certificate of Excellence
Texas Safety Award
Achievement in Jobsite Safety
Sponsored by:
CompGroup AGC
Presented to
NM Contracting, LLC
President


Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2019
NM Contracting, LLC
Zero Incidence Rate - 10,000 to 50,000 Work Hours
Building
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


2018
CERTIFICATE
OF SAFETY ACHIEVEMENT
Texas Mutual Insurance Company applauds
NM CONTRACTING LLC
for its commitment to protecting employees
from on-the-job injuries.
On behalf of our board of directors, management and staff,
thank you for sharing our vision of a stronger, safer Texas.
TexasMutual


Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2018
NM Contracting, LLC
Zero Incidence Rate - 10,000 to 50,000 Work Hours
Building
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


Certificate of Excellence
Texas Safety Award
For Achievement in Jobsite Safety
Sponsored by CompGroup AGC
Presented to
NM Contracting
June 19, 2017
President


2017
SAFETY AWARD
Sponsored By CompGroup AGC
Presented to
NM Contracting, LLC
Building Division Category 7
For Outstanding Achievement
In Jobsite Safety

Awards


Certificate of Commendation
FOR EXCELLENT SAFETY RECORD
2017
NM Contracting, LLC
Zero Incidence Rate - 10,000 to 50,000 Work Hours
Building
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA


NM Contracting, LLC
2016
Outstanding Safety Record
"Safety Pays"
Rio Grande Valley Chapter
Associated General Contractors
of America, Inc.


2015
SAFETY AWARD
Sponsored By CompGroup AGC
NM Contracting
Building Division Category 7
For Outstanding Achievement
In Jobsite Safety


Certificate
OF SAFETY ACHIEVEMENT
NM CONTRACTING LLC
Texas Mutual


NM Contracting
The Associated General Contractors of America
Skill - Integrity - Responsibility

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 2 2

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name NM Contracting, LLC

Street 2022 Orchid Avenue

City McAllen State TX ZIP 78504

Industry description (*e.g., Manufacture of motor truck trailers*)
Construction

Standard Industrial Classification (SIC), if known (*e.g., 3715*)
___ ___ ___ ___

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 22

Total hours worked by all employees last year 45,760

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Title: President

Phone: (956) 631-5667 — Date: 12/31/2022

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name: NM Contracting, LLC

Street: 2022 Orchid Avenue

City: McAllen State: TX ZIP: 78504

Industry description (*e.g., Manufacture of motor truck trailers*)
Construction

Standard Industrial Classification (SIC), if known (*e.g., 3715*)
— — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 14

Total hours worked by all employees last year: 29,120

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: President

Phone: (956) 631-5667 Date: 12/31/2021

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: NM Contracting, LLC

Street: 2022 Orchid Avenue

City: McAllen State: TX ZIP: 78504

Industry description (e.g., *Manufacture of motor truck trailers*)
Construction

Standard Industrial Classification (SIC), if known (e.g., *3715*)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 18

Total hours worked by all employees last year: 37,440

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: President

Phone: (956 631-5667 Date: 12/31/2020

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 1 9

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: NM Contracting, LLC

Street: 2022 Orchid Avenue

City: McAllen State: TX ZIP: 78504

Industry description (*e.g., Manufacture of motor truck trailers*)
Construction

Standard Industrial Classification (SIC), if known (*e.g., 3715*)
— — — —

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
— — — — — —

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 15

Total hours worked by all employees last year: 31,200

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive | President (Title)

(956 631-5667 (Phone) | 12/31/2019 (Date)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: NM Contracting, LLC

Street: 2022 Orchid Avenue

City: McAllen State: TX ZIP: 78504

Industry description (*e.g., Manufacture of motor truck trailers*): Construction

Standard Industrial Classification (SIC), if known (*e.g., 3715*): ____ ____ ____ ____

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): ____ ____ ____ ____ ____ ____

Employment information *(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 17

Total hours worked by all employees last year: 35,360

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: President

Phone: (956) 631-5667 Date: 12/31/2018

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 02/04/2020 **Production Date:** 09/26/2019 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,361	3,833	1,472	0	25,375	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	27,618	0	27,618
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,472	27,618	118	29,208

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.95

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 02/04/2020 **Production Date:** 09/26/2019 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2016 **Exp Date:** 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			**382,569**	**Subject Premium:**	**7,528**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2017 **Exp Date:** 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			**469,671**	**Subject Premium:**	**6,402**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2018 **Exp Date:** 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			**832,562**	**Subject Premium:**	**10,792**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** A **Firm Name:** NM CONTRACTING LLC

Carrier: 17965 **Policy No.** WC019098900 **Eff Date:** 03/14/2016 **Exp Date:** 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			**25,571**	**Subject Premium:**	**854**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2020 **Production Date:** 07/07/2020 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	2,124	3,444	1,320	0	25,375	0	0
TX-A	.05	237	389	152	0	25,375	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		2,361	3,833	1,472	0	25,375	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	27,618	0	27,618
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,472	27,618	118	29,208

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .95

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2020 **Production Date:** 07/07/2020 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2016 **Exp Date:** 02/04/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	34,835	529	206					
5606	.24	.38	159,196	382	145					
8809	.05	.34	7,800	4	1					
8810	.04	.40	180,738	72	29					
Policy Total:			**382,569**	**Subject Premium:**	**7,528**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2017 **Exp Date:** 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	18,433	280	109					
5606	.24	.38	224,356	538	204					
8809	.05	.34	11,502	6	2					
8810	.04	.40	215,380	86	34					
Policy Total:			**469,671**	**Subject Premium:**	**6,402**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2018 **Exp Date:** 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.24	.38	607,093	1,457	554					
8810	.04	.40	225,469	90	36					
Policy Total:			**832,562**	**Subject Premium:**	**10,792**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** A **Firm Name:** NM CONTRACTING LLC

Carrier: 17965 **Policy No.** WC019098900 **Eff Date:** 03/14/2016 **Exp Date:** 08/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	25,571	389	152					
Policy Total:			**25,571**	**Subject Premium:**	**854**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2021 **Production Date:** 01/15/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	1,925	3,105	1,180	0	24,875	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		1,925	3,105	1,180	0	24,875	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	26,704	0	26,704
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	1,180	26,704	96	27,980

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .95

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2021 **Production Date:** 01/15/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2017 **Exp Date:** 02/04/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.38	.40	18,433	254	102					
5606	.22	.38	224,356	494	188					
8809	.04	.36	11,502	5	2					
8810	.03	.36	215,380	65	23					
Policy Total:			**469,671**	**Subject Premium:**	**6,402**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0001233585 **Eff Date:** 02/04/2018 **Exp Date:** 02/04/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	607,093	1,336	508					
8810	.03	.36	225,469	68	24					
Policy Total:			**832,562**	**Subject Premium:**	**10,792**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0002032535 **Eff Date:** 06/01/2019 **Exp Date:** 06/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.22	.38	341,788	752	286					
8809	.04	.36	82,049	33	12					
8810	.03	.36	326,475	98	35					
Policy Total:			**750,312**	**Subject Premium:**	**6,105**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2023 **Production Date:** 12/05/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	4,394	6,789	2,395	0	24,625	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		4,394	6,789	2,395	0	24,625	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	28,799	0	28,799
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	2,395	28,799	220	31,414

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.92

Carrier: 20145-004 **Policy:** 60534405 **Eff-Date:** 06-01-2022 **Exp-Date:** 06-01-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: NM CONTRACTING LLC **Risk ID:** 421335788

Rating Effective Date: 06/01/2023 **Production Date:** 12/05/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 29939 **Policy No.** 0002032535 **Eff Date:** 06/01/2019 **Exp Date:** 06/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	341,788	581	174					
8809	.04	.40	82,049	33	13					
8810	.03	.48	326,475	98	47					
Policy Total:			**750,312**	**Subject Premium:**	**6,105**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 22160 **Policy No.** 46WEAAG0AW2 **Eff Date:** 06/01/2020 **Exp Date:** 06/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	.74	.30	13,869	103	31					
5183	.69	.36	23,200	160	58					
5403	1.21	.36	147,028	1,779	640					
5606	.17	.30	309,158	526	158					
8810	.03	.48	487,149	146	70					
Policy Total:			**980,404**	**Subject Premium:**	**12,875**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** NM CONTRACTING LLC

Carrier: 22160 **Policy No.** 46WEAAG0AW2 **Eff Date:** 06/01/2021 **Exp Date:** 06/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5403	1.21	.36	220,967	2,674	963					
5606	.17	.30	292,965	498	149					
8810	.03	.48	637,658	191	92					
Policy Total:			**1,151,590**	**Subject Premium:**	**15,608**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

NM CONTRACTING, LLC

FINANCIAL STATEMENTS WITH

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

December 31, 2022

NM CONTRACTING, LLC

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GATLIN RAGO CPA GROUP
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
NM Contracting, LLC
McAllen, Texas

We have reviewed the accompanying financial statements of NM Contracting, LLC (an S-Corporation), which comprise the balance sheet as of December 31, 2022, and the related statement of income, statement of changes in member's equity, and statement of cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information Schedule of Contracts in Progress and Schedule of Contracts Completed is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide assurance on it.

Gatlin Rago CPA Group

GATLIN RAGO CPA GROUP
Certified Public Accountants
Valparaiso, IN

May 17, 2022

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2022

ASSETS

CURRENT ASSETS		
Cash and cash equivalents	$ 2,006,713	
Accounts receivable		
Construction operations	6,040,639	
Costs and estimated earnings in excess of billings on uncompleted contracts	561,914	
Total Current Assets		8,609,266
PROPERTY AND EQUIPMENT		
Computer equipment and software	87,868	
Equipment	25,192	
Vehicle	375,069	
Furniture and fixtures	2,660	
	490,789	
Less: accumulated depreciation	(406,765)	
	84,024	
Land	498,367	
Total Non-Current Assets		582,391
OTHER ASSETS		
Investment property	300,000	
Plan deposits	5,621	
Security deposits	318	
Total Other Assets		305,939
TOTAL ASSETS		$ 9,497,595

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2022

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$ 5,340,072	
Billings in excess of earnings on uncompleted contracts	871,817	
Wages and payroll taxes payable	19,660	
Property tax payable	5,373	
Current portion of long-term debt	34,860	
Total Current Liabilities		6,271,782
LONG-TERM DEBT, Less Current Maturities		424,687
MEMBER'S EQUITY		
Common stock, 200 shares authorized issued and outstanding	200	
Retained earnings	2,800,927	
Total Member's Equity		2,801,127
TOTAL LIABILITIES AND MEMBER'S EQUITY		$ 9,497,595

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF INCOME

For the year ended December 31, 2022

REVENUES		$ 20,395,719
COST OF GOODS SOLD		
Bond expense	453,929	
Equipment rentals	71,469	
Materials	6,307,038	
Permits	39,595	
Subcontractors	9,900,328	
Wage construction	423,993	
Total Cost of Goods Sold		17,196,353
GROSS PROFIT		3,199,367
GENERAL AND ADMINISTRATIVE EXPENSES		1,935,072
INCOME (LOSS) FROM OPERATIONS		1,264,295
OTHER INCOME		
Interest income	43,134	
Total Other Income		43,134
NET INCOME (LOSS)		$ 1,307,429

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CHANGES IN MEMBER'S EQUITY

For the year ended December 31, 2022

	Noel Munoz, Jr.	Total Member's Equity
Balance, December 31, 2021	$ 3,267,809	$ 3,267,809
Net income (loss)	1,307,429	1,307,429
Contributions	-	-
Distributions	(1,774,111)	(1,774,111)
Balance, December 31, 2022	$ 2,801,127	$ 2,801,127

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CASH FLOWS

For the year ended December 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 1,307,429	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	52,466	
Changes in:		
Accounts receivable-construction operations	(1,881,537)	
Accounts receivable-employee loans	600	
Costs in excess of billings	(173,100)	
Other assets-plan deposits	(118)	
Accounts and credit card payable	2,137,909	
Billings in excess of earnings	149,408	
Accounts payable-related parties	(11,000)	
Wages and payroll taxes payables	12,736	
Property tax payable	1,108	
State tax payable	(175,019)	
Net Cash Provided (Used) By Operating Activities		1,420,882
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds used to purchase fixed assets	(6,232)	
Net Cash Provided (Used) By Investing Activities		(6,232)
CASH FLOWS FROM FINANCING ACTIVITIES		
Debt retirement	(36,880)	
Distributions to member	(1,774,311)	
Net Cash Provided (Used) By Financing Activities		(1,811,191)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		(396,541)
Cash and Cash Equivalents, Beginning of Period		2,403,255
Cash and Cash Equivalents, End of Period		$ 2,006,713
OTHER CASH FLOW INFORMATION		
Cash paid for interest		$ 29,563

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

NM Contracting, LLC was incorporated in the State of Texas on November 6, 2008. The Company is a general contractor engaging in non-residential real estate projects. Projects consist of schools, warehouses, and various utility projects. The Company's area of business is predominately in the Rio Grande Valley located in South Texas.

Method of Accounting for Construction Contracts

Revenues on construction contracts are recognized on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total cost for each contract. Total cost is considered to be the best available measure of progress on the contracts. Contract costs include all direct and indirect costs related to contract performance. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Construction contracts contain retainage provisions which allow the customer to withhold amounts for payment until NM Contracting LLC, has completed its work. It is Company policy to bill these amounts and include them as a separate item in accounts receivable.

For contracts that are within the scope of FASB ASC Topic 606: Revenue from Contracts with Customers, the Company performs the five-step process: identify the contract with the customer, identify the performance obligations, determine the transaction price, allocate the price to the performance obligations, and recognize revenue with the satisfied performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

(continued)

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Revenues related to contracts with customers are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. Revenue is recognized using an input measure of costs incurred to date relative to total estimated costs at completion to measure progress. This measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Adjustments to projected costs are made periodically and losses expected to be incurred on contracts in process are charged to operations in the period in which such losses are determined. Claims for additional contract revenue are recognized when realization of the claim is assured, and the amount can be reasonably determined.

Revenue from time and materials contracts are recognized in the period in which the work is performed. The Company determined that generally time and material contracts contain a single performance obligation as the services provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time and material contracts.

The "Costs and Estimated Earnings in Excess of Billings on Contracts" asset account represents revenues recognized in excess of amount billed on long-term contracts. The "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" liability account represents billings in excess of revenues recognized.

Cost of earned revenues include all direct material, direct labor, subcontractor costs, and those indirect costs related to contract performance, such as supplies, freight, repairs, and depreciation costs. Both indirect and general and administrative costs are expensed as incurred.

In the case of contracts which require more than one year to complete, changes in job performance, job conditions, estimated profitability and final contract settlements which result in revisions to costs and income are recognized in the accounting period in which these matters become known.

(continued)

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Management estimates the financial costs to complete a given contract based on information available at the balance sheet date. Estimates of costs to complete certain contracts can change significantly in the near term, and ultimate outcomes of contracts subject to customer review are not known. Due to these uncertainties, it is reasonably possible that actual financial results could differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost and are being depreciated, primarily on a straight-line basis, over their estimated useful lives as follows:

Equipment and Trucks	3 to 10 years
Furniture and Fixtures	5 to 10 years

Depreciation expense for the period ended December 31, 2022 is $52,466.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires that management make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Construction revenues are recognized on the percentage-of-completion basis. Consequently, revenues and gross profit for each accounting period is determined on a contract-to-contract basis by reference to the costs incurred to date as a percentage of total estimated costs. Such estimates are subject to change in the normal course of business.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all deposited funds including time deposits with a maturity date of less than three months to be cash equivalents.

Accounts Receivable

Customer accounts receivable are stated at the amount management expects to collect on balances. Management closely monitors outstanding balances and writes - off, as deemed necessary, all balances past due after a certain period of time and for which all collection efforts have been exhausted.

No allowance for uncollectible accounts has been provided since management has determined that the potential for bad debts is not material at year end.

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Advertising

The Company expenses advertising costs as they are incurred. The Company did not incur any advertising expenses as of December 31, 2022.

NOTE 2 - CONCENTRATIONS OF CREDIT RISK RELATED TO CASH DEPOSITS

The Company maintains cash balances in two financial institutions located in Texas. Accounts at this institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2022, the Company's insurance cash balance at Frost Bank total is $250,000 of their $1,006,713 cash balance and at Mass Mutual Trust is $250,000 of their $1,000,000 cash balance.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable pertaining to construction projects at December 31, 2022 consisted of the following:

Contract receivables - completed contracts	$ 110,965
Contract receivables - contracts in progress	3,685,532
Retainage receivables	2,244,142
	$ 6,040,639

Accounts receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with client having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information relative to contracts in progress at December 31, 2022 is as follows:

Costs incurred on uncompleted contracts	$ 18,769,937
Estimated earnings	1,193,667
	19,963,604
Less: billings to date	(20,273,506)
Net under / (over) billings on uncompleted contracts	$ (309,902)

(continued)

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS *(Continued)*

Included in the accompanying balance sheet under the following captions:

Cost and estimated earnings in excess of billings on uncompleted contracts	$ 561,915
Billing in excess of costs and estimated earnings on uncompleted contracts	(871,817)
Net under / (over) billings on uncompleted contracts	$(309,902)

NOTE 5 - OTHER ASSETS

The Company purchased an investment residential property in McAllen, TX.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases an office building from NM Enterprise LLC which is a related company through common ownership. The arrangement of the lease is on a month-to-month basis, including payment of $4,000 per month. Total rent paid in 2022 was $48,000.

The Company is related to Commercial Framing Systems, LLC, (CFS), a framing company, by virtue of common ownership through October 1, 2022. For the year ended December 31, 2022, the Company has paid $301,017 to CFS as a subcontractor for framing services performed for the Company's construction projects. At December 31, 2022, CFS owes the Company $218,485 for start-up costs paid by the Company on behalf of CFS and the Company owes CFS $49,547 for work performed on general contracting jobs for The Company. CFS will continue to repay the start-up costs which will be completed by the end of April 2024 based on an agreement with the new owner of CFS.

In October 2018, the FASB amended the Accounting Standards Codification Topic 810, *Consolidation*. Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The amendments are effective for annual periods beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, with early adoption permitted. The Company evaluated the amended guidance and elected to adopt the private company accounting alternative to exempt itself from applying the VIE consolidation model to qualifying common control arrangements for the years ended December 31, 2020 and 2019.

NOTE 7 - LONG-TERM DEBT

Long-term debt at December 31, 2022 consists of the following:

The Company has a $1,000,000 line of credit, of which $1,000,000 was unused at December 31, 2022. Bank advances on the credit line are payable on demand and carry an interest rate of 9.50%. The credit line is secured by the Company's accounts receivables and equipment and personally guaranteed by the managing member of the Company.	$ -
Note payable to Bank of America. The original amount of the note was $83,851 with monthly payments of $1,380, including interest at 5.77%, collateralized by a 2020 F-250 Truck. The loan matures on October 2027.	56,852
Note payable to Bank of America. The original amount of the note was $94,155 with monthly payments of $597, including interest at 4.50%, collateralized by a 2022 Air Stream Travel Trailer. The loan matures on November 2041.	91,164
Note payable to Texas Regional Bank. The original amount of the note was $378,000, with monthly payments of $3,158, including interest at Wall Street Journal Prime Rate plus one-half percent (0.5%), collateralized by ranch land in Starr County. The loan matures on February 2029.	311,531
Total long-term debt	459,547
Less: current maturies	(30,003)
	$429,544

Future maturities of long-term debt notes payable are as follows:

2023	$ 30,003
2024	31,879
2025	34,148
2026	33,742
2027	21,866
Thereafter	277,906
	$429,544

NOTE 8 - MAJOR CUSTOMERS

For 2022, the Company's largest client was the City of McAllen. The McAllen Airport Phase 3 and 4 accounted for approximately 18% of total revenues as opposed to previous year where Valvoline accounted for 35% of the Company's revenues.

NOTE 9 - INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carry back as a deduction. The member is liable for individual income taxes on their respective shares of the Company's taxable income.

Management has determined the corporation does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Corporation's tax returns will not be challenged by the taxing authorities and that the Corporation, or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Corporation's tax returns remain open for three years for federal tax examinations. Currently, 2021, 2020, and 2019 tax years remain open and subject to examination by the taxing authorities. The Company also files franchise tax returns with the Texas Comptroller of Public Accounts and is no longer subject to state tax examinations by tax authorities for years before 2017.

NOTE 10 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 17, 2023, the date the financial statements were available for issuance.

NOTE 11 - OPERATING EXPENSES

Operating expenses consist of the following:

Automobile expense	$ 90,762
Bad debt	600
Bank fee	321
Bonuses	104,500
Charitable contributions	750
Commissions	13,544
Computer and internet	20,269
Depreciation	52,466
Dues and subscriptions	7,615
Insurance	201,170
Interest	29,563
Lease	8,972
License and permits	290
Meals and entertainment	13,298
Merchant account fees	38,872
Miscellaneous	213
Miscellaneous job cost	(8,256)
Office expense	57,248
Office supplies	5,581
Payroll expense	21,841
Postage and delivery	1,022
Printing and production	15,656
Professional fees	128,740
Rent	60,531
Repairs and maintenance	23,189
Salary - office	637,866
Salaries - officers	122,438
Security	766
Sponsorship	13,919
Taxes	204,100
Telephone	11,332
Travel	11,651
Utilities	19,576
Warranty expense	24,668
	$ 1,935,072

NM CONTRACTING, LLC

FINANCIAL STATEMENTS WITH

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

December 31, 2021

NM CONTRACTING, LLC

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GATLIN RAGO CPA GROUP
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To Management
NM Contracting, LLC
McAllen, Texas

We have reviewed the accompanying financial statements of NM Contracting, LLC (an S-Corporation), which comprise the balance sheet as of December 31, 2021, and the related statement of income, statement of changes in member's equity, and statement of cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information Schedule of Contracts in Progress and Schedule of Contracts Completed is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide assurance on it.

Gatlin Rago CPA Group

GATLIN RAGO CPA GROUP
Certified Public Accountants
Valparaiso, IN

June 24, 2022

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2021

ASSETS

CURRENT ASSETS		
Cash and cash equivalents	$ 2,403,255	
Accounts receivable		
Construction operations	4,159,102	
Employee loan	600	
Costs and estimated earnings in excess of billings on uncompleted contracts	388,814	
Total Current Assets		6,951,771
PROPERTY AND EQUIPMENT		
Computer equipment and software	87,868	
Equipment	25,192	
Vehicle	368,837	
Furniture and fixtures	2,660	
	484,558	
Less: accumulated depreciation	(354,299)	
	130,259	
Land	498,367	
Total Non-Current Assets		628,625
OTHER ASSETS		
Investment property	300,000	
Plan deposits	5,821	
Total Other Assets		305,821
TOTAL ASSETS		$ 7,886,217

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

BALANCE SHEET

December 31, 2021

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$ 3,202,163	
Billings in excess of earnings on uncompleted contracts	722,409	
Due to related party	11,000	
Wages and payroll taxes payable	6,924	
Property tax payable	4,265	
Sales tax payable	175,019	
Current portion of long-term debt	34,860	
Total Current Liabilities		4,156,641
LONG-TERM DEBT, Less Current Maturities		461,567
MEMBER'S EQUITY		
Common stock, 200 shares authorized issued and outstanding	200	
Retained earnings	3,267,809	
Total Member's Equity		3,268,009
TOTAL LIABILITIES AND MEMBER'S EQUITY		$ 7,886,217

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF INCOME

For the year ended December 31, 2021

REVENUES		$ 22,545,032
COST OF GOODS SOLD		
Bond expense	110,810	
Equipment rentals	203,492	
Materials	4,113,623	
Permits	13,102	
Subcontractors	13,522,658	
Wage construction	385,883	
Total Cost of Goods Sold		18,349,568
GROSS PROFIT		4,195,464
GENERAL AND ADMINISTRATIVE EXPENSES		1,902,685
INCOME (LOSS) FROM OPERATIONS		2,292,780
OTHER INCOME		
Interest income	3,496	
PPP loan forgiven	178,900	
Total Other Income		182,396
NET INCOME (LOSS)		$ 2,475,176

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CHANGES IN MEMBER'S EQUITY

For the year ended December 31, 2021

	Noel Munoz, Jr.	Total Member's Equity
Balance, December 31, 2020	$ 1,441,949	$ 1,441,949
Net income (loss)	2,475,176	2,475,176
Contributions	-	-
Distributions	(649,316)	(649,316)
Balance, December 31, 2021	$ 3,267,809	$ 3,267,809

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

STATEMENT OF CASH FLOWS

For the year ended December 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 2,475,176	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	54,355	
Changes in:		
Accounts receivable-construction operations	533,609	
Accounts receivable-employee loans	9,400	
Costs in excess of billings	391,189	
Other assets-plan deposits	(400)	
Accounts and credit card payable	(336,837)	
Billings in excess of earnings	162,883	
Accounts payable-related parties	11,000	
Wages and payroll taxes payables	3,683	
Property tax payable	4,265	
State tax payable	12,794	
Net Cash Provided (Used) By Operating Activities		3,321,117
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds used to purchase fixed assets	(14,243)	
Investment property purchase	(300,000)	
Net Cash Provided (Used) By Investing Activities		(314,243)
CASH FLOWS FROM FINANCING ACTIVITIES		
Forgiveness of SBA payroll protection plan loan	(178,900)	
Debt retirement	(54,159)	
Distributions to member	(649,316)	
Net Cash Provided (Used) By Financing Activities		(882,375)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		2,124,499
Cash and Cash Equivalents, Beginning of Period		278,756
Cash and Cash Equivalents, End of Period		$ 2,403,255
OTHER CASH FLOW INFORMATION		
Cash paid for interest		$ 24,768
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Purchase of long-term assets by issuing a note		$ 94,155

See independent accountants' review report.
The accompanying notes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization

NM Contracting, LLC was incorporated in the State of Texas on November 6, 2008. The Company is a general contractor and engages in commercial and governmental construction focusing on the installation of metal studs, drywall and suspended ceilings. In addition, the Company also works on demolition and specialty contracts. The Company's area of business is predominately in the Rio Grande Valley located in South Texas.

Method of Accounting for Construction Contracts

Revenues on construction contracts are recognized on the percentage of completion method, measured by the percentage of costs incurred to date to the estimated total cost for each contract. Total cost is considered to be the best available measure of progress on the contracts. Contract costs include all direct and indirect costs related to contract performance. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Construction contracts contain retainage provisions which allow the customer to withhold amounts for payment until NM Contracting LLC, has completed its work. It is Company policy to bill these amounts and include them as a separate item in accounts receivable.

For contracts that are within the scope of FASB ASC Topic 606: Revenue from Contracts with Customers, the Company performs the five-step process: identify the contract with the customer, identify the performance obligations, determine the transaction price, allocate the price to the performance obligations, and recognize revenue with the satisfied performance obligation.

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct.

(continued)

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Revenues related to contracts with customers are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. Revenue is recognized using an input measure of costs incurred to date relative to total estimated costs at completion to measure progress. This measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Adjustments to projected costs are made periodically and losses expected to be incurred on contracts in process are charged to operations in the period in which such losses are determined. Claims for additional contract revenue are recognized when realization of the claim is assured, and the amount can be reasonably determined.

Revenue from time and materials contracts are recognized in the period in which the work is performed. The Company determined that generally time and material contracts contain a single performance obligation as the services provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time and material contracts.

The "Costs and Estimated Earnings in Excess of Billings on Contracts" asset account represents revenues recognized in excess of amount billed on long-term contracts. The "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts" liability account represents billings in excess of revenues recognized.

Cost of earned revenues include all direct material, direct labor, subcontractor costs, and those indirect costs related to contract performance, such as supplies, freight, repairs, and depreciation costs. Both indirect and general and administrative costs are expensed as incurred.

In the case of contracts which require more than one year to complete, changes in job performance, job conditions, estimated profitability and final contract settlements which result in revisions to costs and income are recognized in the accounting period in which these matters become known.

(continued)

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Management estimates the financial costs to complete a given contract based on information available at the balance sheet date. Estimates of costs to complete certain contracts can change significantly in the near term, and ultimate outcomes of contracts subject to customer review are not known. Due to these uncertainties, it is reasonably possible that actual financial results could differ from management's estimates.

Property and Equipment

Property and equipment are recorded at cost and are being depreciated, primarily on a straight-line basis, over their estimated useful lives as follows:

Equipment and Trucks	3 to 10 years
Furniture and Fixtures	5 to 10 years

Depreciation expense for the period ended December 31, 2021 is $54,355.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires that management make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Construction revenues are recognized on the percentage-of-completion basis. Consequently, revenues and gross profit for each accounting period is determined on a contract-to-contract basis by reference to the costs incurred to date as a percentage of total estimated costs. Such estimates are subject to change in the normal course of business.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all deposited funds including time deposits with a maturity date of less than three months to be cash equivalents.

Accounts Receivable

Customer accounts receivable are stated at the amount management expects to collect on balances. Management closely monitors outstanding balances and writes - off, as deemed necessary, all balances past due after a certain period of time and for which all collection efforts have been exhausted.

No allowance for uncollectible accounts has been provided since management has determined that the potential for bad debts is not material at year end.

NOTE 1 - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (*Continued)*

Advertising

The Company expenses advertising costs as they are incurred. The Company did not incur any advertising expenses as of December 31, 2021.

NOTE 2 - CONCENTRATIONS OF CREDIT RISK RELATED TO CASH DEPOSITS

The Company maintains cash balances in one financial institution located in Texas. Accounts at this institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2021, the Company's insurance cash balance total is $250,000 of their $2,403,255 cash balance.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable pertaining to construction projects at December 31, 2021 consisted of the following:

Contract receivables - completed contracts	$ 623,886
Contract receivables - contracts in progress	1,991,080
Retainage receivables	1,544,136
	$ 4,159,102

Accounts receivables are stated at the amount managements expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with client having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information relative to contracts in progress at December 31, 2021 is as follows:

Costs incurred on uncompleted contracts	$ 20,892,557
Estimated earnings	977,319
	21,869,876
Less: billings to date	(22,203,471)
Net under / (over) billings on uncompleted contracts	$ (333,595)

(continued)

NOTE 4 - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS *(Continued)*

Included in the accompanying balance sheet under the following captions:

Cost and estimated earnings in excess of billings on uncompleted contracts	$ 388,814
Billing in excess of costs and estimated earnings on uncompleted contracts	(722,409)
Net under / (over) billings on uncompleted contracts	$(333,595)

NOTE 5 - OTHER ASSETS

The Company purchased an investment residential property in McAllen, TX.

NOTE 6 - RELATED PARTY TRANSACTIONS

The Company leases an office building from NM Enterprise LLC which is a related company through common ownership. The arrangement of the lease is on a month-to-month basis, including payment of $4,000 per month. Total rent paid in 2021 was $52,000.

The Company is related to Commercial Framing Systems, LLC, (CFS), a framing company, by virtue of common ownership. For the year ended December 31, 2021, the Company has paid $270,681 to CFS as a subcontractor for framing services performed for the Company's construction projects. At December 31, 2021, CFS owes the Company $258,485 for start-up costs paid by the Company on behalf of CFS and the Company owes CFS $16,974 for work performed on general contracting jobs for The Company.

In October 2018, the FASB amended the Accounting Standards Codification Topic 810, *Consolidation*. Under the amended guidance, a nonpublic entity has the option to exempt itself from applying the variable interest entity (VIE) consolidation model to qualifying common control arrangements. The amendments are effective for annual periods beginning after December 15, 2020, and interim periods within annual periods beginning after December 15, 2021, with early adoption permitted. The Company evaluated the amended guidance and elected to adopt the private company accounting alternative to exempt itself from applying the VIE consolidation model to qualifying common control arrangements for the years ended December 31, 2020 and 2019.

The Company was also loaned $11,000 by its shareholder Noel Munoz, Jr. for a down payment for the purchase of an asset for the Company at the end of 2021. The loan did not bear any interest and was paid back in full on April 26, 2022.

NOTE 7 - LONG-TERM DEBT

Long-term debt at December 31, 2021 consists of the following:

The Company has a $500,000 line of credit, of which $500,000 was unused at December 31, 2021. Bank advances on the credit line are payable on demand and carry an interest rate of 5.25%. The credit line is secured by the Company's accounts receivables and equipment and personally guaranteed by the member.	$ -
Note payable to Bank of America. The original amount of the note was $83,851 with monthly payments of $1,380, including interest at 5.77%, collateralized by 2020 F-250 Truck. The loan matures on October 2027.	69,732
Note payable to Bank of America. The original amount of the note was $94,155 with monthly payments of $597, including interest at 4.5%, collateralized by 2022 Air Stream Travel Trailer. The loan matures on November 2041.	94,155
Note payable to Texas Regional Bank. The original amount of the note was $378,000, with monthly payments of $3,156, including interest at Wall Street Journal Prime Rate plus one-half percent (0.5%), collateralized by ranch land in Starr County. The loan matures on February 2029.	332,540
Total long-term debt	496,427
Less: current maturies	(34,860)
	$ 461,567

Future maturities of long-term debt notes payable are as follows:

2022	$ 34,860
2023	36,897
2024	39,006
2025	41,336
2026	40,986
Thereafter	303,342
	$ 496,427

NOTE 8 - MAJOR CUSTOMERS

Approximately 98% of construction gross profit is from remodel contracts with Valvoline company.

NOTE 9 - INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carry back as a deduction. The member is liable for individual income taxes on their respective shares of the Company's taxable income.

Management has determined the corporation does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Corporation's tax returns will not be challenged by the taxing authorities and that the Corporation or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally the Corporation's tax returns remain open for three years for federal tax examinations. Currently, 2020, 2019, and 2018 tax years remain open and subject to examination by the taxing authorities. The Company also files franchise tax returns with the Texas Comptroller of Public Accounts and is no longer subject to state tax examinations by tax authorities for years before 2017.

NOTE 10 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 24, 2022, the date the financial statements were available for issuance.

NOTE 11 - OPERATING EXPENSES

Operating expenses consist of the following:

Automobile expense	$ 89,239
Bad debt	259,167
Bank fee	301
Bank service charges	565
Bonuses	100,500
Charitable contributions	3,500
Commissions	85,442
Computer and internet	15,209
Depreciation	54,355
Dues and subscriptions	900
Insurance	134,400
Interest	24,768
Lease	9,419
License and permits	3,002
Meals and entertainment	4,146
Merchant account fees	550
Miscellaneous	35,152
Miscellaneous job cost	1,533
Office expense	95,736
Office supplies	96
Payroll expense	22,675
Postage and delivery	786
Professional fees	192,543
Rent	52,000
Repairs and maintenance	12,772
Salary - office	408,841
Salaries - officers	111,500
Sponsorship	12,735
Taxes	100,615
Telephone	15,809
Travel	35,765
Utilities	18,662
	$ 1,902,681

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: NM Contracting, LLC
(Full, correct legal name)

- Address: 2022 Orchid Ave Ste A
  McAllen, TX 78504
- Telephone/Fax: 956-631-5667
- Email address: frontdesk@nmcontracting.us

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. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Jerry Garcia
Address: 2022 Orchid Ave Ste A, McAllen, TX 78504
Telephone: 956-631-5667
Fax: 956-627-3959
Email: jgarcia@nmcontracting.us

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. N/A

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. N/A

10. Provide any other names under which your business has operated within the last 10 years.
NM Contracting, LLC

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*Date*] 01/23/2024

[*Name and address*] NM Contracting, LLC
2022 Orchid Ave
McAllen, TX 78504

Dear [*Name of Owner*] : City of Edinburg

The undersigned party certifies that NM Contracting, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

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

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Noel Munoz, Jr
Printed name

Signature

President
Position in bidding company

01/23/2024
Date

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

NM Contracting, LLC
[Typed Name of Company:]

Noel Munoz, Jr - President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

01/23/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SENATE BILL 19 VERIFICATION

I, Noel Munoz, Jr, the undersigned representative of NM Contracting, 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:

Noel Munoz, Jr - President

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Noel Munoz, Jr, the undersigned representative of

NM Contracting, 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:

Noel Munoz, Jr - President

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Noel Munoz, Jr, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of NM Contracting, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 01/23/2024
Noel Munoz

Title: President

Notary: _____
Marcella Solano

(Apply Notary Seal)

(Print or type names under all signatures)



EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
140 m Caterpillar Motor Grader	✓	Triple G Construction 956-800-4176
2- 938 Caterpillar Front Loader	✓	Triple G Construction 956-800-4176
330 Fl Caterpillar Excavator	✓	Triple G Construction 956-800-4176
CP-563 Pad foot roller	✓	Triple G Construction 956-800-4176
3- 2008 International Dumpster 4400 Water Truck	✓	Triple G Construction 956-800-4176
CAT-AB 10550 truck Asphalt	✓	Triple G Construction 956-800-4176

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Utilites	Core&Main
Concrete	CAPA
Masonry	Best Block
Paint	Sherwin Williams
Metal Building	NBCI

BIDDER

Executed this: 23rd Day of : January 20. 24

By: NM Contracting, LLC
BIDDER

Title: Noel Munoz, Jr - President

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: 1/23/24

NOTARY PUBLIC

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2025
Notary ID 125336359

END OF SECTION

THE CITY OF Edinburg

EDINBURG SERVICE CENTER UPGRADES

SECTION 004113 - BID FORM - STIPULATED SUM
PART 1 - Bid Form - Stipulated Sum
1.1 BID INFORMATION

A. Bidder: Tri-Gen Construction, L.L.C.
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 N. DOOLITTLE, EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: RFP# ????
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2 CERTIFICATIONS AND **BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Gignac & Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Five Million One Hundred Twenty Two Thousand Seven Hundred Twenty and no/ Dollars

($ 5,122,720.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form".

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5 % Bid Bond Dollars

($).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. Provide a list of sub-contractors to the Owner by 11 a.m. on Wednesday, January 17, 2024. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Site Work: Terramodz L.L.C.

2. Concrete Work: Salazar Concrete.
3. Steel Work: Acero Fab Inc.
4. Roofing Work: Acero Fab Inc. / Tadco Roofing.
5. Plumbing Work: AV Plumbing.
6. HVAC Work: Border Air Conditioning Inc.
7. Electrical Work: Excenergy Electrical.

1.5 TIME OF COMPLETION

A. **The Undersigned agrees to commence work within ten (10) days of Notice to Proceed or upon permit issuance. The extent of construction shall include all demolition work, all renovation work, all utility work, all new construction and/or additions including all add alternates accepted by the owner.**

B. The undersigned Bidder proposes and agrees thereby to commence Work of the Contract Documents on a date specified in a Notice to Proceed issued by the Architect, and shall fully complete the Work within 365 (Three Hundred Sixty-Five Days) calendar days, including anticipated delays due to inclement weather or muddy ground conditions as noted below.

C. The following inclement weather days shall be accounted for in the proposer's completion time line:

1. March 9 inclement weather days
2. April 6 inclement weather days
3. May 7 inclement weather days
4. June 8 inclement weather days
5. July 7 inclement weather days
6. Aug 6 inclement weather days
7. Sept 8 inclement weather days
8. Oct 9 inclement weather days
9. Nov 8 inclement weather days
10. Dec 7 inclement weather days
11. Jan 8 inclement weather days
12. Feb 8 inclement weather days

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated January 2, 2024.
2. Addendum No. 2, dated January 9, 2024.
3. Addendum No. 3, dated January 12, 2024.
4. Addendum No. 4, dated January 12, 2024.
5. Addendum No. 5, dated January 15, 2024.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Unit Prices.
   2. Bid Form Supplement - Allowances.
   3. Bid Form Supplement - Bid Bond Form (AIA Document A310).
   4. Bid Form Supplement - Contractor's Qualifications Statement Form (AIA Document A305).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the City of Edinburg, County of Hidalgo TX, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 23 day of January, 2024.

B. Submitted By: Tri-Gen Construction LLC (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Jorge Gonzalez (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Street Address: 2900 N. Texas Blvd.

G. City: Weslaco State: Texas Zip: 78599.

H. Phone: 956-447-1048.

I. License No.: _____.

J. Federal ID No.: 26-0855794 (Affix Corporate Seal Here).

END OF SECTION 00 41 13

EDINBURG SERVICE CENTER UPGRADES

SECTION 004313 - BID SECURITY FORMS
PART 1 - GENERAL
1.1 BID FORM SUPPLEMENT
A. A completed bid bond form is required to be attached to the Bid Form.
1.2 BID BOND FORM
A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF SECTION 00 43 13

See Attachment for Bid Bond Information

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tri-Gen Construction, LLC, 2900 N. Texas, Suite 201, Weslaco, TX 78599 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Edinburg, 415 W. University Drive, Edinburg, TX 78641 as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Edinburg Service Center Upgrades.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of January, 2024.

Tri-Gen Construction, LLC
(Principal)

BY: _____

TITLE: President

SureTec Insurance Company

BY: _____
Christopher J. Hughston, Attorney-in-Fact

POA# 4221394

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Christopher J. Hughston, David C. Hughston, Maria V. Edwards, Peggy Gonzalez, Morgan Brock Hughston

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 5th day of October , 2022.

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 5th day of October , 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

XENIA CHAVEZ
Notary Public, State of Texas
Notary ID# 12911765-9
My Commission Expires
SEPTEMBER 10, 2024

By: _____
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of January , 2024.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221394
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

EDINBURG SERVICE CENTER UPGRADES

SECTION 004321 - ALLOWANCE FORM
PART 1 - Allowance Form
1.1 BID INFORMATION

A. Bidder: Tri-Gen Construction LLC.
B. Project Name: EDINBURG SERVICE CENTER UPGRADES
C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542
D. Owner: CITY OF EDINBURG, TEXAS
E. Owner Project Number: ???-??-????
F. Architect: Gignac & Associates
G. Architect Project Number: 22.10

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.
B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23 day of January, 2024.
B. Submitted By: Tri-Gen Construction LLC (Insert name of bidding firm or corporation).
C. Authorized Signature: _____ (Handwritten signature).
D. Signed By: Jorge Gonzalez (Type or print name).
E. Title: President (Owner/Partner/President/Vice President).

END OF SECTION 00 43 21

THE CITY OF Edinburg

EDINBURG SERVICE CENTER UPGRADES

SECTION 004323 - ALTERNATES FORM

PART 1 - Alternates Form

1.1 BID INFORMATION

A. Bidder: Tri-Gen Construction , L.L.C.

B. Project Name: EDINBURG SERVICE CENTER UPGRADES

C. Project Location: 1201 DOOLITTLE RD., EDINBURG, TX 78542

D. Owner: City of Edinburg, TX

E. Owner Project Number: **RFP NO.:** ????

F. Architect: Gignac & Associates

G. Architect Project Number: 22.10

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

B. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.

C. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.

D. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. **Alternate No. One**: Addition of building enclosure for rooms CONFERENCE ROOM A208, CONFERENCE/TRAINING ROOM A137, & extension of CORRIDOR A209 as indicated on Sheet *A-102 ALTERNATE #1* and its associated drawings and specifications.

1. ADD X DEDUCT____ NO CHANGE____ .

2. Two Hundred Thousand and no/ Dollars

($ 200,000.00).

3. ADD X DEDUCT 30 calendar days to adjust the Contract Time for this alternate.

B. **Alternate No. Two**: Warehouse replacement as indicated on Drawings 1&2, Sheet *A-103 ALTERNATE #2* and its associated drawings and specifications.

1. ADD X DEDUCT____ NO CHANGE____ .

2. Nine Hundred Ninety Five Thousand and no/ Dollars

($ 995,000.00).

3. ADD X DEDUCT 60 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23rd day of January, 2024.

B. Submitted By: Tri-Gen Construction LLC (Insert name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Jorge Gonzalez (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF SECTION 004323

SECTION 004373 – PROPOSED SCHEDULE OF VALUES FORM

PART 1 - GENERAL

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values shall be required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of 5 percent of the Contract Sum.

B. Use form attached hereto ***ATTACHMENT A,*** *PRICE FORM: SCHEDULE OF SERVICES, EQUIPMENT AND PRICES*

C. Arrange schedule of values consistent with format of AIA Document G703.

1. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

END OF SECTION 00 43 73

Schedule of Value on Pricing Log - City of Edinburg

SECTION 004373.A PROPOSED BID SCHEDULE OF VALUES FORM

ATTACHMENT A

PRICE FORM: SCHEDULE OF SERVICES, EQUIPMENT AND PRICES

The Contractor shall furnish all resources and services necessary and required to perform the construction services for this project outlined in the procurement soliciation and construction documents, accordance with the specifications and the general terms and conditions of the proposed contract for the proposed price(s) listed below.

Appendix A is representative of the scope of work outlined in the contract documents (drawings and Project Manual. This is intended to assist the Owner in early identification of construction divisions. The General Contractor is responsible for compliance with all items identified in the contract documents.

SCHEDULE OF VALUES (APPENDIX A)

Contractor: Tri-Gen Construction , L.L.C.

Contact: Sara Alicia Orta

Bid Date: January 23, 2024

CSI DIVISION	CSI DIVISION NAME	DESCRIPTION	PRICE
00 00 00	Procurement and Contracting Requirements	Performance Bond, Payment Bond, etc.	102,000.00
01 00 00	General Requirements	General Conditions, Allowances, Project Mngmnt., etc.	776,400.00
02 00 00	Existing Conditions	Selective demolition, etc.	50,000.00
03 00 00	Concrete	Concrete forms, accessories, reinforcement, cip, etc.	182,000.00
04 00 00	Masonry	Concrete unit masonry, brick veneer, etc.	0
05 00 00	Metals	Structural steel, etc.	1,257,720.00
06 00 00	Wood and Plastics	Rough carpentry, etc.	45,000.00
07 00 00	Thermal & Moisture Protection	Metal roof panels, moisture protection, flashing/trim, etc.	207,000.00
08 00 00	Doors and Windows	Doors and hardware	260,000.00
09 00 00	Finishes	Painting, Special coatings, etc.	485,000.00
10 00 00	Specialties	Plaques, Dimensional Letters, toilet accesories, etc.	122,000.00
21 00 00	Fire Suppression	Fire suppression system	85,000.00

22 00 00	Plumbing	Plumbing	200,000.00
23 00 00	Heating, Ventilating and Airconditioning	Ehxaust systems, etc.	450,100.00
26 00 00	Electrical	Electrical general requirements, sleeves, raceways, etc.	370,00.00
27 00 00 28 00 00	Electronic Safety and Security	Access controls, etc.	325,500.00
31 00 00	Earth Work	Site clearing, earthwork, excavation, backfill, etc.	90,000.00
32 00 00	Exterior Improvements	Concrete & asphaltic pavement, landscape/irrigation, etc.	55,000.00
33 00 00	Utilities	Utility work, etc.	60,000.00
	Other	Any other cost related to the project	0

TOTAL SUBMITTED BID	5,122,720.00

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)
Tri-Gen Construction, LLC
2900 N Texas Blvd., Suite 201
Weslaco, Texas 78599

SUBMITTED TO:
(Organization name and address.)
Edinburg Service Center Upgrades
1201 N. Doolittle Road
Edinburg, Texas 78542

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)
General Construction and CMAR

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[-] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

January 23, 2024
Organization's Authorized Representative Signature — **Date**

Jorge Gonzalez
Printed Name and Title

NOTARY
State of: Texas
County of: Hidalgo
Signed and sworn to before me this 23rd day of January 2024

Notary Signature

My commission expires: 11/17/2027

SARA ALICIA ORTA
Notary Public, State of Texas
Comm. Expires 11-17-2027
Notary ID 128803008

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1381323575)

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PAGE 1

Tri-Gen Construction, LLC
2900 N Texas Blvd., Suite 201
Weslaco, Texas 78599

Edinburg Service Center Upgrades
1201 N. Doolittle Road
Edinburg, Texas 78542

...

General Construction and CMAR

...

[X] Exhibit A – General Information
[X] Exhibit B – Financial and Performance Information
[X] Exhibit C – Project-Specific Information
[X] Exhibit D – Past Project Experience
[-] Exhibit E – Past Project Experience (Continued)

...

January 23, 2024

...

Jorge Gonzalez

...

State of: Texas
County of: Hidalgo
Signed and sworn to before me this 23rd day of January 2024

...

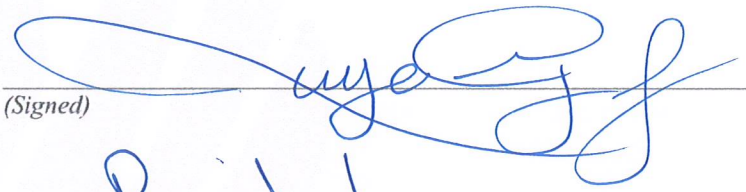
My commission expires: 11/17/2027

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jorge Gonzalez, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:41:22 ET on 01/22/2024 under Order No. 4104243270 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

January 23, 2024

(Dated)

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Tri-Gen Construction, L.L.C. and dated the 23rd day of January in the year 2024
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

Tri-Gen Construction L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Does Not Apply

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Does Not Apply

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

Tri-Gen Construction L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability Company

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

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User Notes: (1313561167)

.3 If your organization is individually owned, identify its owner and date of organization.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

No

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

17+ Years

§ A.1.3.2 How many full-time employees work for your organization?

6

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

$22,153,023.82

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

$12,179,575.99

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

$8,379,668.86

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Ceiling tile, specialties installation, gypsum, interior insulation installs.

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User Notes: (1313561167)

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

N/A

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, if asked

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

N/A

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

ProCore

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

See Attachment

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

See Attachment

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

See Attachment

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

See Attachment

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PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by Tri-Gen Construction, L.L.C. and dated the 23rd day of January in the year 2024

...

Tri-Gen Construction L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

...

Does Not Apply

...

Does Not Apply

...

Tri-Gen Construction L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

...

Limited Liability Company

PAGE 2

No

...

17+ Years

...

6

...

236220

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User Notes: (1313561167)

...

$22,153,023.82

...

$12,179,575.99

...

$8,379,668.86

...

Ceiling tile, specialties installation, gypsum, interior insulation installs.

PAGE 3

N/A

...

Yes, if asked

...

N/A

...

ProCore

...

See Attachment

...

See Attachment

...

See Attachment

...

See Attachment

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User Notes: (1313561167)

AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Tri-Gen Construction, L.L.C. and dated the 23rd day of January in the year 2024
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

26-0855794

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

See Attachment

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

None

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

DUNS#01-703-6998

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

.2 been terminated for any reason except for an owners' convenience?

No

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1399539558)

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

No

.4 filed any lawsuits or requested arbitration regarding a construction project?

No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

No

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PAGE 1

This Exhibit is part of the Contractor's Qualification Statement, submitted by Tri-Gen Construction, L.L.C. and dated the 23rd day of January in the year 2024

...

26-0855794

...

See Attachment

...

None

...

DUNS#01-703-6998

...

No

...

No

...

No

PAGE 2

No

...

No

...

No

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...

No

...

No

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Tri-Gen Construction L.L.C. and dated the 23rd day of January in the year 2024
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

Edinburg Service Center Upgrades
1201 N Doolittle Road
Edinburg, Texas 78542

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

Tri-Gen Construction, L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contractor

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None – See Attachment

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

2007

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

6

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

Does Not Apply

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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User Notes: (896224848)

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

See attachment for Resumes

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Attached is Subcontractors List in bid package

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Attached is Subcontractors List in bid package

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

$22,153,023.82

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

$12,179,575.99

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

$8,379,668.86

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

See Attached

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes, enclosed in package

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

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§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

See Attachment

§ C.5.3 Surety agent name and contact information:

Hughston Insurance
Brownsville, Texas

§ C.5.4 Total bonding capacity:

See Letter to follow

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

See Letter to follow

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PAGE 1

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...

(Name and location or address.)

Edinburg Service Center Upgrades
1201 N Doolittle Road
Edinburg, Texas 78542

...

Tri-Gen Construction, L.L.C.
2900 North Texas Blvd. Suite 201
Weslaco, Texas 78599

...

General Contractor

...

None – See Attachment

...

2007

...

6

...

Does Not Apply

PAGE 2

See attachment for Resumes

...

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Attached is Subcontractors List in bid package

...

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...

$22,153,023.82

...

$12,179,575.99

...

$8,379,668.86

...

See Attached

...

Yes, enclosed in package

...

None

Yes

...

No

...

Yes

...

See Attachment

...

Hughston Insurance
Brownsville, Texas

...

See Letter to follow

...

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See Letter to follow

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	SEE ATTACHED LIST			
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

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User Notes: (3B9ADA34)

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: TRIGEN CONSTRUCTION LLC **Risk ID:** 421114889

Rating Effective Date: 02/05/2023 **Production Date:** 09/15/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.05	1,397	2,154	757	0	24,625	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		1,397	2,154	757	0	24,625	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	25,952	0	25,952
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	757	25,952	70	26,779

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .97

Carrier: 29939-000 **Policy:** 0001187894 **Eff-Date:** 02-05-2022 **Exp-Date:** 02-05-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: TRIGEN CONSTRUCTION LLC **Risk ID:** 421114889

Rating Effective Date: 02/05/2023 **Production Date:** 09/15/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** TRIGEN CONSTRUCTION LLC

Carrier: 29939 **Policy No.** 0001187894 **Eff Date:** 02/05/2019 **Exp Date:** 02/05/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	4,327	32	12					
5200	.86	.35	19,090	164	57					
5437	.97	.35	22,929	222	78					
5474	.73	.30	80	1	0					
5606	.17	.30	72,340	123	37					
6219	1.01	.30	9,108	92	28					
8387	.54	.45	150	1	0					
8810	.03	.48	131,601	39	19					
9014	.66	.48	3,450	23	11					
Policy Total:			**263,075**	**Subject Premium:**	**6,036**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** TRIGEN CONSTRUCTION LLC

Carrier: 29939 **Policy No.** 0001187894 **Eff Date:** 02/05/2020 **Exp Date:** 02/05/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	.75	.36	7,463	56	20					
5437	.97	.35	60,362	586	205					
5551	2.18	.30	610	13	4					
5606	.17	.30	60,811	103	31					
8810	.03	.48	164,565	49	24					
9014	.66	.48	407	3	1					
Policy Total:			**294,218**	**Subject Premium:**	**8,375**	**Total Act Inc Losses:**			**0**	

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Carrier: 29939 **Policy No.** 0001187894 **Eff Date:** 02/05/2021 **Exp Date:** 02/05/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	.97	.35	48,574	471	165					
5606	.17	.30	62,142	106	32					
8810	.03	.48	169,304	51	24					
9014	.66	.48	2,917	19	9					
Policy Total:			**282,937**	**Subject Premium:**	**6,244**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

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.05		1,397	2,154	757	0	24,625	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 0	C * (1 - A) + G 25,952	(A) * (F) 0	(J) 25,952
Expected	(E) 757	C * (1 - A) + G 25,952	(A) * (C) 70	(K) 26,779

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .97

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5200	.86	.35	19,090	164	57					
5437	.97	.35	22,929	222	78					
5474	.73	.30	80	1	0					
5606	.17	.30	72,340	123	37					
6219	1.01	.30	9,108	92	28					
8387	.54	.45	150	1	0					
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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

TRI-GEN
CONSTRUCTION, L.L.C.

FINANCIAL STATEMENTS
AND
REVIEW REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

DECEMBER 31, 2022

Moore, Lyles,
McCarty &
McGilvray, LLP
Certified Public Accountants

TRI-GEN CONSTRUCTION, L.L.C.
FINANCIAL STATEMENTS AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
FOR THE YEAR ENDED DECEMBER 31, 2022

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Moore, Lyles, McCarty & McGilvray, LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Members
Tri-Gen Construction, L.L.C.
Weslaco, TX

We have reviewed the accompanying financial statements of Tri-Gen Construction, L.L.C. (a Texas limited liability company), which comprise the balance sheet as of December 31, 2022, and the related statement of operations and members' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Tri-Gen Construction, L.L.C. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedule of Uncompleted Work is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Moore, Lyles, McCarty & McGilvray LLP

MOORE LYLES MCCARTY & MCGILVRAY, LLP
McAllen, TX
July 12, 2023

TRI-GEN CONSTRUCTION, L.L.C.
BALANCE SHEET
As of December 31, 2022

ASSETS

CURRENT ASSETS		
Cash on Hand and Deposit	$	1,263,116
Investments		65,115
Contracts Receivable		1,577,985
Subcontractor Advances		19,510
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		3,292
Total Current Assets		2,929,018
PROPERTY AND EQUIPMENT		
Computer and Office Equipment		68,095
Machinery and Equipment		68,566
Office Furniture		16,361
Vehicles		729,402
		882,424
(Less) Accumulated Depreciation		(414,091)
Total Property and Equipment, Net		468,333
OTHER ASSETS		
Refundable Deposits		1,100
Advances to Related Companies		1,189,879
Advances to Members		411,775
Total Other Assets		1,602,754
TOTAL ASSETS	$	5,000,105

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
BALANCE SHEET
As of December 31, 2022

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	962,296
Retainage Payable		361,956
Accrued Expenses		18,395
Federal Income Tax Payable		290,398
Advances from Related Companies		50,785
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts		513,274
Credit Cards Payable		50,932
Current Portion - Long-Term Liability		108,577
Total Current Liabilities		2,356,613
LONG-TERM LIABILITIES:		
Vehicle Loans - Ford Credit		172,426
Vehicle Loan - GM Financial		56,133
Vehicle Loan - Ally Bank		23,971
Vehicle Loan - Lincoln Financial		43,560
Vehicle Loan - TD Financial		41,785
Sheffield Financial		15,296
SBA EID Loan		490,217
Due to Members		52,196
(Less) Current Portion Above		(108,577)
Long-Term Liabilities, Net		787,007
TOTAL LIABILITIES		3,143,620
DEFERRED INCOME TAXES		78,284
MEMBERS' EQUITY:		
Equity - Beginning of Year		-
Additional Paid-in Capital		739,784
Prior Period Adjustment		110,408
Current Year Net Income		928,009
Total Members' Equity		1,778,201
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	5,000,105

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF OPERATIONS
For the Year Ended December 31, 2022

REVENUES		
Construction Sales	$	14,315,771
COST OF SALES:		
Materials and Other		9,823,151
Labor		2,894,204
Total Cost of Sales		12,717,355
GROSS MARGIN ON SALES		1,598,416
OPERATING EXPENSES		
Accounting		9,000
Administrative Fees		19,253
Advertising		317
Auto and Truck		64,285
Bad Debts		10,200
Bank Charges		598
Bid Fees		3,184
Business Promotion		121,155
Depreciation		106,966
Donations		22,347
Dues and Subscriptions		24,615
Employee Benefits		121,164
Fines and Penalties		22,052
Franchise and Other Taxes		31,406
Insurance		89,550
Interest		43,788
Meals		23,566
Miscellaneous		12,965
Office Supplies and Postage		10,597
Payroll Taxes		21,115
Professional Fees		32,993
Rents		37,277
Repairs		24,496
Salaries		52,509
Telephone and Utilities		7,110
Travel and Lodging		22,282
Overhead Allocation		(487,644)
Total Operating Expenses		447,146
Operating Income		1,151,270
OTHER INCOME (EXPENSE)		
Interest Earned		8,862
Gain (Loss) on Disposals		541
Other Income		25,727
Total Other Income (Expense)		35,130
INCOME BEFORE INCOME TAXES		1,186,400
INCOME TAXES		258,391
NET INCOME	$	928,009

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2022

BALANCE - DECEMBER 31, 2021	$	-
Additional Paid-in Capital		739,784
Prior Period Adjustment		110,408
Current Year Net Income		928,009
BALANCE - DECEMBER 31, 2022	$	1,778,201

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF CASH FLOWS
As of December 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$	928,009
Adjustments to Reconcile Net Income to Net Cash provided by (Used in) Operating Activities:		
Depreciation and Amortization		106,966
Deferred Income Taxes		(9,955)
Provision for Losses on Accounts Receivable		10,200
Gain on Disposals		(541)
Gain on Investments		(4,981)
Change in Assets and Liabilities:		
(Increase) Decrease in Contracts and Retainage Receivable		(1,201,332)
(Increase) Decrease in Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		192,054
(Increase) Decrease in Subcontractor Advances		4,627
Increase (Decrease) in Accounts Payable and Accrued Liabilities		1,079,627
Increase (Decrease) in Federal Income Taxes Payable		290,398
Increase (Decrease) in Billings in Excess of Costs		311,767
Net Cash Provided (Used) by Operating Activities		1,706,839
CASH FLOWS FROM INVESTING ACTIVITIES		
(Purchase) of Property and Equipment		(22,822)
Proceeds from Sale of Equipment		23,491
Proceeds from Securities		700,000
Net Cash Provided (Used) by Investing Activities		700,669
CASH FLOWS FROM FINANCING ACTIVITIES		
(Increase) Decrease in Advances to Related Companies		(1,215,536)
(Payments) on Notes		(102,256)
Net Cash Provided (Used) by Financing Activities		(1,317,792)
Net Increase (Decrease) in Cash		1,089,716
Cash and Cash Equivalents at January 1, 2022		173,400
Cash and Cash Equivalents at December 31, 2022	$	1,263,116
SUPPLEMENTAL DISCLOSURES		
Interest Expense	$	43,788
Franchise Tax Paid	$	10,129

NONCASH INVESTING AND FINANCING ACTIVITIES

A long-term debt obligation of $87,582 was incurred when the Company entered into a note payable with a bank for the purchase of new vehicle with a $78,000 trade-in allowance of surrended vehicle.

A long-term debt obligation of $20,839 was incurred when the Company entered into a note payable with a bank for the purchase of new vehicle.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Tri-Gen Construction, L.L.C. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representation of the Company's members who are responsible for their integrity and objectivity. These accounting policies conform with accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the accompanying financial statements.

1. Organization and Business Activity

The Company, (a Texas Limited Liability Company), operates in the construction industry in Weslaco, Texas. Primary customers are commercial entities.

2. Basis of Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting. The accrual basis of accounting recognizes revenues in the accounting period in which revenues are earned regardless of when cash is received and recognizes expenses in the accounting period in which expenses are incurred regardless of when cash is distributed. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

3. Revenue and Cost Recognition

Under ASC 606, revenue is recognized when the customer obtains control of promised goods or services in amounts that reflect the consideration which the entity expected to receive in exchange of goods and services. The Company does not collect sales, value-add and other taxes collected on behalf of third parties. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, the Corporation performs the following five steps: (1) identify the contracts with customer; (2) identify the performance obligations in contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligation in the contract; and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

Fixed-fee and modified fixed-price contracts comprise multiple deliverables which include a significant integration service and are therefore recognized as a single performance obligation. Revenue from fixed-fee and modified fixed-price construction contracts is recognized over time in the period in which the services are rendered using the input method, determined based the proportion of construction costs incurred for work performed to date over the estimated total construction costs. Revenue is recognized over time because of the continuous transfer of control to the customer as work is performed at the customer's site,

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

and therefore, the customer controls the asset as it is being constructed. Revenue from cost-plus fee contracts and time-and-charge contracts is recognized on the basis of actual costs incurred during the period plus the fee earned. However, due to the nature of the contracting business and the type of contracts, the current estimates or earnings and losses on contracts may differ materially from the ultimate results upon completion of the contracts. Transaction price is computed based on the price specified in the contract and adjusted for any variable consideration such as incentives and penalties.

Contract cost includes all direct material and labor costs and the indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation. General and administrative costs are charged to expense as incurred. Provision for estimated losses on uncompleted contracts is made in the period in which losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revision to costs and income and are recognized in the period in which revision are determined. Cost to mobilize equipment and labor to a jobsite prior to substantive work beginning is capitalized as incurred and amortized over the expected duration of contract. As of December 31, 2022, the Company has not capitalized mobilization cost.

Some contracts have certain milestone due dates that must be met or the Company could be subject to penalties for liquidated damages if claims are asserted by the customer and the Company is responsible for delays. These contractual requirements generally relate to specified activities that must occur for a project by a specified date. Each contract defines the conditions under which customer may make a claim against the Company for such damages. The Company has determined that no claims for liquidated damages meet the criteria for accrual at December 31, 2022.

4. Advertising and Promotion

The Company expenses advertising and promotional costs as they are incurred.

5. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the members to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Property and Equipment

Property and equipment is stated at cost. Depreciation is provided over the estimated useful lives of the assets using the straight-line method. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of the assets are capitalized.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

7. Income Taxes

The Company before January 1, 2022 was treated as a partnership for federal income tax purposes. Consequently, federal income taxes were not payable by, or provided for, the Company. Members were taxed individually on their shares of the Company's earnings. The Company's net income or loss was allocated among the members in accordance with the regulations of the Company.

As of January 1, 2022, the Company made the entity classification election to be treated as a corporation. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the bases of certain assets and liabilities for financial and tax reporting. The deferred taxes represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled.

8. Deferred Income Taxes

For income tax reporting, the Company uses accounting methods that recognize depreciation sooner than for financial statement reporting. As a result, the basis of property and equipment for financial reporting exceeds its tax basis by the cumulative amount that accelerated depreciation exceeds straight-line depreciation. Deferred income taxes have been recorded for the excess, which will be taxable in future periods through reduced depreciation deductions for tax purposes.

9. Compensated Absences

Company policies provide for one week's vacation after the first year of employment and two weeks after two years of employment. As of December 31, 2022, the company had $5,386 of unused vacation obligation.

10. Cash on Hand and Deposit

For the purpose of reporting cash flows, cash is considered to be unrestricted cash on deposit and a Company savings account in the amount of $243,459.

11. Contracts Receivable

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contracts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. The Company believes no allowance for doubtful accounts is necessary at December 31, 2022.

Contracts currently due	$ 1,205,384
Retainage	372,601
	$ 1,577,985

As of December 31, 2021, the balance of contracts receivable was $376,653

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

12. Entities Under Common Control Accounting Alternative

The Company has adopted the accounting alternative offered in FASB ASC 810-10 to private companies under common control. In accordance with this alternative, the Company does not evaluate entities that meet the requirements in the variable interest entities subsections of FASB ASC 810-10. Instead, the Company discloses information required by the accounting alternative, including the nature, risks, and maximum exposure to loss associated with the Company's involvement with the legal entity under common control.

NOTE B – COMMITMENTS AND CONTINGENCIES

Warranties

The Company warrants its work for a period of one year following completion. The Company has not experienced any significant post-completion expense and does not anticipate any on current jobs.

Litigation

Management is not aware of any litigation pending against the Company at this time.

NOTE C – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information on contracts is as follows at December 31, 2022:

Costs incurred on uncompleted contracts	$ 5,544,053
Estimated earnings	356,781
	5,900,834
Less: Billings to date	(6,410,816)
	$ (509,982)
Included in the accompanying balance sheet under the following captions:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 3,292
Billings in excess of costs and estimated earnings on uncompleted contracts	(513,274)
	$ (509,982)

NOTE D – NOTES PAYABLE

Long-term liabilities at December 31, 2022 consists of the following:

Ford Credit – secured by a vehicle original amount of $87,582, due March 2027 payable $1,635 monthly including 4.49% interest	$ 78,491
Ford Credit – secured by a vehicle original amount of $62,144, due February 2024; payable $969 monthly including 3.84% interest	13,251

NOTE D – NOTES PAYABLE – Continued

Ford Credit – secured by a vehicle, original amount of $97,584, due September 2027; payable $1,557 monthly including 4.69% interest	80,684
GM Financial – secured by a vehicle, original amount of $69,677, due November 2026 payable $1,317 monthly, including 4.99% interest	56,133
SBA – The Company received a loan form SBA in the original amount of $150,000 dated June 9, 2020, with interest payable monthly at 3.75%. On August 21, 2021, the Company received a second loan in the amount of $350,000 with interest payable monthly at 3.75% beginning August 2022; 360 payments of $2,485 including interest ending June 2051, plus one final payment of unpaid principal and interest.	490,217
TD Auto Finance – secured by vehicle; original amount of $70,488, due June 2026; Payable $1,068 monthly including 2.89% interest	41,785
Lincoln Automotive Financial – secured by a vehicle original amount of $93,388, due August 2025; payable $1,416 monthly including 2.90% interest	43,560
Ally Bank – secured by a vehicle original amount of $46,827, due October 2025; payable $760 monthly including 5.19% interest	23,971
Sheffield Financial – secured by vehicle original amount of $20,839 due February 2025 payable $616 monthly including 4.04% interest	15,296
Members – unsecured, no repayment schedule, no interest	52,196
Total	$ 895,584

Principal payments of long term liabilities are due as follows:

2023	$ 108,577
2024	103,267
2025	92,136
2026	66,570
2027	34,557
2028 and after	490,477
Total	$ 895,584

NOTE E – SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

Contracts Receivable

The Company grants credit, generally without collateral, but usually is eligible for the filing of a contractor's lien against the property on which work was performed, to customers in the commercial market in the Rio Grande Valley area. Consequently, the Company's ability to collect the amounts due from customers is affected by the economic fluctuations in the commercial market in this region.

As of December 31, 2022, three customers accounted for approximately 59% of the Company's contracts receivable.

Credit Risk

The Company maintains its cash and certificate of deposit balances in three financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2022, the Company's uninsured cash balances total $451,623.

NOTE F – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2022. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

Backlog balance at December 31, 2021	$ 17,719,822
New contracts during the year	20,125,047
Less contract revenue earned during the year	(14,315,771)
Backlog balance at December 31, 2022	$ 20,529,098
Contracts signed between January 1, 2023 and July 12, 2023	$ 6,607,650

NOTE G – FEDERAL INCOME TAXES

The company accounts for income taxes under the liability method (see note A7). Tax assets and liabilities consists of the following at December 31, 2022:

Tax asset (liabilities) is due to differences in bases of depreciable assets ($372,780)

Tax (liability)	$ (78,284)
Net tax (liability)	$ (78,284)

The Company anticipates full utilization of the deferred tax; therefore, no provision for allowance has been established.

The net income reported in these financial statements differs from the taxable income reported in the tax return. A reconciliation of financial statement income to taxable income is as follows:

NOTE G – FEDERAL INCOME TAXES – Continued

Net income before tax per statement of income	$ 1,186,400
Permanent differences	
½ Meals	11,783
Fines	22,052
Gain on disposal of assets	100,951
Temporary differences	
Bad debts	10,200
Depreciation	(53,547)
Taxable income per return	$ 1,277,839

The provision (benefit) for income taxes consists of the following components:

Current	$ 268,346
Deferred	(9,955)
Total	$ 258,391

NOTE H – TAX EXAMINATIONS

The Company's Federal Income Tax return is subject to examination by the Internal Revenue Sercie for a period of three years. As of December 31, 2022, the following tax years are subject to examination:

Open years for filed reports	Report to be filed in 2022
2019-2022	2022

The Company's Texas Franchise Tax report is subject to examination by the State of Texas for a period of four years. As of December 31, 2022, the following tax years are subject to examination:

Open years for filed reports	Report to be filed in 2022
2018-2022	2023

NOTE I – RELATED PARTY TRANSACTIONS

Loans to/from Related Companies

The Company is owed $1,189,879 from related companies.

The Company owes $50,785 to related companies.

The loans are non-interest bearing, have no stated maturity or payment terms and are unsecured.

Loans to/from Members

The Company has an outstanding receivable of $411,775 from its members as of December 31, 2022.

NOTE I – RELATED PARTY TRANSACTIONS – Continued

The Company has an outstanding debt of $52,196 due to its Members as of December 31, 2022.

The loans are non-interest bearing, have no stated maturity or payment terms and are unsecured.

Please see Note J Variable Interest Entities for additional information.

NOTE J – VARIABLE INTEREST ENTITIES

2500 N McColl Apartments LLC dba Monarch Apartments and the Company are entities under common control. 2500 N McColl Apartments builds apartment complexes which after construction rents to tenants.

The Company has historically provided funds to 2500 N McColl Apartments LLC dba Monarch Apartments at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with 2500 N McColl Apartments dba Monarch Apartments could equal all of 2500 N McColl Apartments dba Monarch Apartments liabilities. At December 31, 2022, that amount was approximately $13,149,633.

Dreamhomes by J & J Construction Co and the Company are entities under common control. Dreamhomes by J & J Construction Co builds residential homes for sale to customers. The company invoiced around $18,383 for the year ended December 31, 2022. Furthermore, Dreamhomes by J & J Construction Co has an outstanding loan payable to the Company with a balance of $24,379 and a loan receivable from the Company with a balance of $200. The loan is unsecured with no interest. The loan is subordinated to all other debt and no specific repayment terms exist.

Dreamhomes by J & J Construction Co has other third-party debt which is collateralized by its assets. The owners of the Company and Dreamhomes by J & J Construction Co has guaranteed the other third-party debt.

The Company has historically provided funds to Dreamhomes by J & J Construction Co at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Dreamhomes by J & J Construction Co could equal all of Dreamhomes by J & J Construction Co liabilities. At December 31, 2022, that amount was approximately $2,042,217.

Dreamhomes by J & J Management Co and the Company are entities under common control. Dream homes by J & J Management Co manages real estate rentals. The company paid around $27,228 in miscellaneous expenses for the year ended December 31, 2022.

Dreamhomes by J & J Real Estate Co and the Company are entities under common control. Dream homes by J & J Real Estate Co buys and sells real estate to customers. Dreamhomes by J & J Real Estate Co has an outstanding loan payable to the Company with a balance of $43,000 and a loan receivable with a balance of $50,585. The loan is unsecured with no interest. The loan is subordinated to all other debt and no specific repayment terms exist.

NOTE J – VARIABLE INTEREST ENTITIES – Continued

The Company has historically provided funds to Dreamhomes by J & J Real Estate Co at the request of their common owners.

Dreamland Estates LLC and the Company are entities under common control. Dreamland Estates LLC develops real estate for sale to customers. The company invoiced around $1,080 in miscellaneous fees to Dreamland Estates LLC for the year ended December 31, 2022. The Company paid around $17,042 in rents to Dreamland Estates LLC for the year ended December 31, 2022. Furthermore, Dreamland Estates LLC has an outstanding loan payable to the Company with a balance of $1,022,500. The loan is unsecured with no interest. The loan is subordinated to all other debt and no specific repayment terms exist.

Dreamland Estates LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Dreamland Estates LLC has guaranteed the other third-party debt.

The Company has historically provided funds to Dreamland Estates LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Dreamland Estates LLC could equal all of Dreamland Estates LLC liabilities. At December 31, 2022, that amount was approximately $9,411,578.

Landings by J & J LLC and the Company are entities under common control. Landings by J & J LLC rents real estate to customers.

Landings by J & J LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Landings by J & J LLC has guaranteed the other third-party debt.

The Company has historically provided funds to Landings by J & J LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Landings by J & J LLC could equal all of Landings by J & J LLC liabilities. At December 31, 2022, that amount was approximately $440,031.

Palms Cabanas LLC and the Company are entities under common control. Palm Cabanas LLC rents real estate to customers.

Palms Cabanas LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Palms Cabanas LLC has guaranteed the other third-party debt.

The Company has historically provided funds to Palms Cabanas LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Palms Cabanas LLC could equal all of Palms Cabanas LLC liabilities. At December 31, 2022, that amount was approximately $4,105,234.

Palms Plaza LLC and the Company are entities under common control. Palm Plaza LLC rents real estate to customers. The Company paid around $20,235 in rents to Palm Plaza LLC for the year ended December 31, 2022.

Palms Plaza LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Palms Plaza LLC has guaranteed the other third-party debt.

NOTE J – VARIABLE INTEREST ENTITIES – Continued

The Company has historically provided funds to Palms Plaza LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Palms Plaza LLC could equal all of Palms Plaza LLC liabilities. At December 31, 2022, that amount was approximately $617,273.

Pike Plaza LLC and the Company are entities under common control. Pike Plaza LLC rents real estate to customers.

Pike Plaza LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Pike Plaza LLC has guaranteed the other third-party debt.

The Company has historically provided funds to Pike Plaza LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Pike Plaza LLC could equal all of Pike Plaza LLC liabilities. At December 31, 2022, that amount was approximately $2,402,825.

Four More LLC and the Company are entities under common control. Four More LLC rents real estate to customers. Furthermore, Four More LLC has an outstanding loan payable to the Company with a balance of $100,000. The loan is unsecured with no interest. The loan is subordinated to all other debt and no specific repayment terms exist.

Four More LLC has other third-party debt which is collateralized by its assets. The owners of the Company and Palms Plaza LLC has guaranteed the other third-party debt.

The Company has historically provided funds to Four More LLC at the request of their common owners. The Company believes that its maximum exposure to losses due to its relationship with Four More LLC could equal all of Four More LLC liabilities. At December 31, 2022, that amount was approximately $1,013,878.

NOTE J – SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 12, 2023 the date on which the financial statements were available to be issued.

On January 24, 2023, Juan J. Gonzalez a 49% member passed away in Hidalgo County.

SUPPLEMENTARY INFORMATION

TRI-GEN CONSTRUCTION, L.L.C.
SCHEDULE OF UNCOMPLETED WORK
DECEMBER 31, 2022

		TOTAL CONTRACT			FROM INCEPTION TO DECEMBER 31, 2022					BEFORE JANUARY 1, 2022			AT DECEMBER 31, 2022		FOR THE YEAR ENDED DECEMBER 31, 2022			
JOB NAME		TOTAL CONTRACT PRICE	TOTAL ESTIMATED COST	ESTIMATED GROSS PROFIT/(LOSS)	TOTAL REVENUE EARNED	TOTAL COST TO DATE	TOTAL GROSS PROFIT	BILLED TO DATE	ESTIMATED COST TO COMPLETE	PRIOR REVENUE EARNED	PRIOR YEAR COST TO DATE	PRIOR EARNED GROSS PROFIT	COST & E.E. IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COST & E.E.	CURRENT REVENUE EARNED	CURRENT YEAR COST TO DATE	CURRENT PERIOD PROFIT	PERCENT COMPLETE
Weslaco Fire Station #2	52119	3,199,704	2,999,000	200,704	2,625,685	2,460,987	164,698	2,787,812	538,013	316,003	263,424	52,579	-	162,127	2,309,682	2,197,563	112,119	82.1%
Webb County Constable Pct. 4	52122	643,916	611,166	32,750	424,423	402,837	21,586	583,916	208,329	-	-	-	-	159,493	424,423	402,837	21,586	65.9%
Konnor's Court	52130	3,033,854	2,933,854	100,000	2,150,799	2,079,906	70,893	2,246,883	853,948	-	-	-	-	96,084	2,150,799	2,079,906	70,893	70.9%
Air Methods	52131	92,110	81,702	10,408	80,500	71,404	9,096	77,208	10,298	-	-	-	3,292	-	80,500	71,404	9,096	87.4%
Lyford Gameday Locker Room	52134	1,215,000	1,068,231	146,769	335,437	294,917	40,520	398,431	773,314	-	-	-	-	62,994	335,437	294,917	40,520	27.6%
Lendmark - Harlingen	52136	150,446	120,347	30,099	128,739	102,983	25,756	142,978	17,364	-	-	-	-	14,239	128,739	102,983	25,756	85.6%
Lendmark - Mission	52137	146,673	108,310	38,363	9,826	7,256	2,570	21,253	101,054	-	-	-	-	11,427	9,826	7,256	2,570	6.7%
Mercedes PD Renovation	52138	2,912,404	2,478,584	433,820	145,425	123,763	21,662	152,335	2,354,821	-	-	-	-	6,910	145,425	123,763	21,662	5.0%
		$ 11,394,107	$ 10,401,194	$ 992,913	$ 5,900,834	$ 5,544,053	$ 356,781	$ 6,410,816	$ 4,857,141	$ 316,003	$ 263,424	$ 52,579	$ 3,292	$ 513,274	$5,584,831	$ 5,280,629	$ 304,202	

See accompanying notes and independent accountants' review report

TRI-GEN
CONSTRUCTION, L.L.C.

FINANCIAL STATEMENTS
AND
REVIEW REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

DECEMBER 31, 2021

Moore, Lyles,
McCarty &
McGilvray, LLP
Certified Public Accountants

TRI-GEN CONSTRUCTION, L.L.C.
FINANCIAL STATEMENTS AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
FOR THE YEAR ENDED DECEMBER 31, 2021

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Moore, Lyles, McCarty & McGilvray, LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Members
Tri-Gen Construction, L.L.C.
Weslaco, TX

We have reviewed the accompanying financial statements of Tri-Gen Construction, L.L.C. (a Texas limited liability company), which comprise the balance sheet as of December 31, 2021, and the related statements of operations, members' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Tri-Gen Construction, L.L.C. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedule of Uncompleted Work is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Moore, Lyles, McCarty & McGilvray LLP

MOORE LYLES MCCARTY & MCGILVRAY, LLP
McAllen, TX
August 31, 2022

501 West Nolana McAllen, TX 78504
956-630-3053 FAX 956-686-8627 Member AICPA/TSCPA

TRI-GEN CONSTRUCTION, L.L.C.
BALANCE SHEET
As of December 31, 2021

ASSETS

CURRENT ASSETS		
Cash on Hand and Deposit	$	173,400
Investments		780,689
Accounts Receivable		260,996
Subcontractor Advances		24,137
Retention Receivable		115,657
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		195,346
Total Current Assets		1,550,225
PROPERTY AND EQUIPMENT		
Computer and Office Equipment		56,264
Machinery and Equipment		42,089
Office Furniture		11,008
Vehicles		749,752
		859,113
(Less) Accumulated Depreciation		(315,356)
Total Property and Equipment, Net		543,757
OTHER ASSETS		
Refundable Deposits		1,100
Advances to Related Companies		215,244
Total Other Assets		216,344
TOTAL ASSETS	**$**	**2,310,326**

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
BALANCE SHEET
As of December 31, 2021

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	236,801
Retainage Payable		59,038
Accrued Expenses		18,113
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts		201,507
Current Portion - Long-Term Liability		97,683
Total Current Liabilities		613,142
LONG-TERM LIABILITIES:		
Vehicle Loans - Ford Credit		201,648
Vehicle Loan - GM Financial		68,779
Vehicle Loan - Ally Bank		31,629
Vehicle Loan - Lincoln Financial		59,050
Vehicle Loan - TD Financial		53,223
BBVA USA Loan		500,000
Due to Members		52,515
(Less) Current Portion Above		(97,683)
Long-Term Liabilities, Net		869,161
TOTAL LIABILITIES		1,482,303
MEMBERS' EQUITY:		
Equity - Beginning of Year		952,829
(Distributions) to Members		(729,364)
Current Year Net Income		604,558
Total Members' Equity		828,023
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$**	**2,310,326**

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF OPERATIONS
For the Year Ended December 31, 2021

REVENUES		
Construction Sales	$	3,560,186
COST OF SALES:		
Materials and Other		2,896,083
Labor		542,994
Total Cost of Sales		3,439,077
Gross Margin on Sales		121,109
OPERATING EXPENSES		
Accounting		8,650
Administrative Fees		18,401
Advertising		3,683
Auto and Truck		22,220
Bad Debts		5,700
Bank Charges		283
Bid Fees		11,520
Business Promotion		79,512
Depreciation		93,482
Donations		1,350
Dues and Subscriptions		13,149
Employee Benefits		54,307
Franchise and Other Taxes		31,109
Insurance		96,039
Interest		30,117
Meals		29,658
Miscellaneous		8,069
Office Supplies and Postage		42,587
Payroll Taxes		18,686
Professional Fees		3,372
Rents		16,824
Repairs		8,230
Salaries		18,874
Telephone and Utilities		6,833
Travel and Lodging		39,856
Total Operating Expenses		662,511
Net Operating Loss		(541,402)
OTHER INCOME (EXPENSE)		
Interest Earned		92
(Net) Weslaco Apartment Rental (Note J)		38,703
Gain on Sale of Apartments		896,237
Gain (Loss) on Disposals		34,543
PPP Loan Forgiveness		118,142
Other Income		58,243
Total Other Income (Expense)		1,145,960
NET INCOME	$	604,558

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF MEMBERS' EQUITY
For the Year Ended December 31, 2021

BALANCE - DECEMBER 31, 2020	$	952,828
(Distributions) to Members		(729,364)
Current Year Net Income		604,558
BALANCE - DECEMBER 31, 2021	$	828,022

See accompanying notes and independent accountants' review report

TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF CASH FLOWS
As of December 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$	604,558
Adjustments to Reconcile Net Income to Net Cash provided by (Used in) Operating Activities:		
Depreciation and Amortization		106,075
Provision for Losses on Accounts Receivable		5,700
PPP Loan Forgiveness		(118,142)
Gain on Sale of Apartments		(896,237)
Gain on Disposals		(34,543)
Gain on Investments		(21,645)
Change in Assets and Liabilities:		
(Increase) Decrease in Contracts and Retainage Receivable		(113,226)
(Increase) Decrease in Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		(66,532)
(Increase) Decrease in Subcontractor Advances		2,766
(Increase) Decrease in Prepaid Expenses		35,528
(Increase) Decrease in Refundable Deposits		(11,995)
Increase (Decrease) in Accounts Payable and Accrued Liabilities		(42,380)
Increase (Decrease) in Billings in Excess of Costs		168,857
Net Cash Provided (Used) by Operating Activities		(381,216)
CASH FLOWS FROM INVESTING ACTIVITIES		
(Purchase) of Property and Equipment		(79,530)
Proceeds from Sale of Equipment		25,010
Proceeds from Sale of Apartments		710,039
Acquisition of Investments		(349,985)
Net Cash Provided (Used) by Investing Activities		305,534
CASH FLOWS FROM FINANCING ACTIVITIES		
(Distributions) to Members		(729,364)
(Increase) Decrease in Advances to Related Companies		357,047
(Payments) on Notes		(807,832)
New Borrowings		1,046,064
Net Cash Provided (Used) by Financing Activities		(134,085)
Net Increase (Decrease) in Cash		(209,767)
Cash and Cash Equivalents at January 1, 2021		383,167
Cash and Cash Equivalents at December 31, 2021	$	173,400
SUPPLEMENTAL DISCLOSURES		
Interest Expense	$	30,117
Franchise Tax Paid	$	12,659

NONCASH INVESTING AND FINANCING ACTIVITIES

A long-term debt obligation of $69,677 was incurred when the Company entered into a note payable with a bank for the purchase of new vehicle with a $31,000 trade-in allowance of surrended vehicle.

A long-term debt obligation of $84,713 was incurred when the Company entered into a note payable with a bank for the purchase of new vehicle.

A long-term debt obligation of $2,050,411 was paid with the sale of Apartments

PPP loan forgiveness of $44,642 and $73,500 incurred by SBA under the CARES Act

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Tri-Gen Construction, L.L.C. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representation of the Company's members who are responsible for their integrity and objectivity. These accounting policies conform with accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the accompanying financial statements.

1. Organization and Business Activity

The Company, (a Texas Limited Liability Company), operates in the construction industry in Weslaco, Texas. Primary customers are commercial entities.

2. Basis of Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting. The accrual basis of accounting recognizes revenues in the accounting period in which revenues are earned regardless of when cash is received, and recognizes expenses in the accounting period in which expenses are incurred regardless of when cash is distributed. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

3. Revenue and Cost Recognition

Revenues from fixed-price construction contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts.

Contract costs include all direct material, labor, overhead and those indirect costs related to contract performance such as indirect labor supplies and tool costs. Provision for estimated losses on uncompleted contracts, if any, are made in the period in which such losses are determined.

4. Advertising and Promotion

The Company expenses advertising and promotional costs as they are incurred.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

5. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the members to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Property and Equipment

Property and equipment is stated at cost. Depreciation is provided over the estimated useful lives of the assets using the straight-line method. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of the assets are capitalized.

7. Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable by, or provided for, the Company. Members are taxed individually on their shares of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the regulations of the Company.

8. Compensated Absences

Company policies provide for one week's vacation after the first year of employment and two weeks after two years of employment. As of December 31, 2021, the company had $5,568.00 of unused vacation obligation.

9. Cash on Hand and Deposit

For the purpose of reporting cash flows, cash is considered to be unrestricted cash on deposit and a Company savings account in the amount of $173,400.

10. Contracts Receivable

Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contracts receivable are written off when they are determined to be uncollected. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the construction industry, and the financial stability of its customers. The Company believes no allowance for doubtful accounts is necessary at December 31, 2021.

NOTE B – COMMITMENTS AND CONTINGENCIES

Warranties

The Company warrants its work for a period of one year following completion. The Company has not experienced any significant post-completion expense and does not anticipate any on current jobs.

Litigation

Management is not aware of any litigation pending against the Company at this time.

NOTE C – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Information on contracts is as follows at December 31, 2021:

Costs incurred on uncompleted contracts	$ 1,558,138
Estimated earnings	131,540
	1,689,678
Less: Billings to date	(1,695,839)
	$ (6,161)
Included in the accompanying balance sheet under the following captions:	
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 195,346
Billings in excess of costs and estimated earnings on uncompleted contracts	(201,507)
	$ (6,161)

NOTE D – NOTES PAYABLE

Long-term liabilities at December 31, 2021 consists of the following:

Ford Credit – secured by a vehicle original amount of $84,714, due September 2026 payable $1,564 monthly including 4.04% interest	$ 82,285
Ford Credit – secured by a vehicle original amount of $62,144, due February 2024; payable $969 monthly including 3.84% interest	24,146
Ford Credit – secured by a vehicle original amount of $97,584, due September 2027; payable $1,557 monthly including 4.69% interest	95,217
GM Financial – secured by a vehicle, original amount of $69,677, due November 2026 payable $1,317 monthly, including 4.99% interest	68,779

NOTE D – NOTES PAYABLE - Continued

BBVA – The Company received a loan form BBVA USA in the original amount of $150,000 dated June 9, 2020, with interest payable monthly at 3.75%. On August 21, 2021, the Company received a second loan in the amount of $350,000 with interest payable monthly at 3.75% beginning August 2022; 360 payments of $2,485 including interest ending June 2051, plus one final payment of unpaid principal and interest.	500,000
TD Auto Finance – secured by Vehicle; original amount of $70,488, due June 2026; Payable $1,068 monthly including 2.89% interest	53,223
Lincoln Automotive Financial – secured by a vehicle original amount of $93,388, due August 2025; payable $1,416 monthly including 2.90% interest	59,050
Ally Bank – secured by a vehicle original amount of $46,827, due October 2025; payable $760 monthly including 5.19% interest	31,629
Members – unsecured, no repayment schedule, no interest	52,515
Total	$ 966,844

Principal payments of long term liabilities are due as follows:

2022	$ 97,683
2023	101,649
2024	95,966
2025	90,691
2026	63,113
2027 and after	517,742
Total	$ 966,844

NOTE E – SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

Contracts Receivable

The Company grants credit, generally without collateral, but usually is eligible for the filing of a contractor's lien against the property on which work was performed, to customers in the commercial market in the Rio Grande Valley area. Consequently, the Company's ability to collect the amounts due from customers is affected by the economic fluctuations in the commercial market in this region.

NOTE E – SIGNIFICANT CONCENTRATIONS OF CREDIT RISK – Continued

Credit Risk

The Company maintains its cash and certificate of deposit balances in FOUR financial institutions. As of December 31, 2021, coverage by the Federal Deposit Insurance Corporation was $250,000. On December 31, 2021, the Company did not have an uninsured balance.

NOTE F – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

Backlog balance at December 31, 2020	$	$ 3,253,476
New contracts during the year		15,026,542
Less contract revenue earned during the year		(3,560,196)
Backlog balance at December 31, 2021		$ 14,719,822
Contracts signed between January 1, 2022 and August 31, 2022		$ 6,607,650

NOTE G – TAX EXAMINATIONS

The Company's Texas Franchise Tax report is subject to examination by the State of Texas for a period of four years. As of December 31, 2021, the following tax years are subject to examination:

Open years for filed reports	Report to be filed in 2021
2018-2021	2022

NOTE H – RELATED PARTY TRANSACTIONS

Loans to/from Related Companies

The Company is owed $215,244 from related companies.

Loans to Members

The Company has combined outstanding debt of $52,515 due to its Members as of December 31, 2021. The loans are non-interest bearing, have no stated maturity or payment terms and are unsecured.

Other

See Note A-9 for additional related party information.

NOTE I – SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 31, 2022 the date on which the financial statements were available to be issued.

NOTE J – WESLACO APARTMENTS

In February 2018, the Company entered into an agreement with the City of Weslaco to construct a multi-story, forty-unit apartment/dormitory and community building. The Company received a two-year lease on the project for $1.00 per year beginning on the date of completion of the project, August 16, 2018. During the two years, the Company will manage the property, receive all rents and pay all operating expenses. At the end of the two years, the City of Weslaco will take ownership of the property and pay the Company $2,649,000.00 on August 16, 2020.

Between January, 2019, and December 31, 2019, the Company received $281,672 in income and spent $209,785 in operating expenses and incurred $50,373 of depreciation deduction for a net operating income of $21,514. Between January, 2020, and December 31, 2020, the Company received $330,597 in income and spent $184,754 in operating expenses and incurred $50,373 of depreciation deduction for a net operating income of $95,470. Between January, 2021, and March 30, 2021, the Company received $83,358 in income and spent $32,062 in operating expenses and incurred $12,593 of depreciation deduction for a net operating income of $38,703.

The Company financed the project in March 2018 with a $2,120,000 loan from BBVA Compass Bank.

In March 2021, the City of Weslaco took ownership of the property and paid the Company $2,781,450.00 which included a 5% extension fee per original contract. The BBVA loan was paid off in the amount of $2,050,411. The gain of $896,237 is reported in the other income (expense) section of the statement of operations.

SUPPLEMENTARY INFORMATION

TRI-GEN CONSTRUCTION, L.L.C.
SCHEDULE OF UNCOMPLETED WORK
DECEMBER 31, 2021

JOB NAME		TOTAL CONTRACT: TOTAL CONTRACT PRICE	TOTAL CONTRACT: TOTAL ESTIMATED COST	TOTAL CONTRACT: ESTIMATED GROSS PROFIT/(LOSS)	FROM INCEPTION TO DECEMBER 31, 2021: TOTAL REVENUE EARNED	FROM INCEPTION TO DECEMBER 31, 2021: TOTAL COST TO DATE	FROM INCEPTION TO DECEMBER 31, 2021: TOTAL GROSS PROFIT	FROM INCEPTION TO DECEMBER 31, 2021: BILLED TO DATE	FROM INCEPTION TO DECEMBER 31, 2021: ESTIMATED COST TO COMPLETE	BEFORE JANUARY 1, 2021: PRIOR REVENUE EARNED	BEFORE JANUARY 1, 2021: PRIOR YEAR COST TO DATE	BEFORE JANUARY 1, 2021: PRIOR EARNED GROSS PROFIT	AT DECEMBER 31, 2021: COST & E.E. IN EXCESS OF BILLINGS	AT DECEMBER 31, 2021: BILLINGS IN EXCESS OF COST & E.E.	FOR THE YEAR ENDED DECEMBER 31, 2021: CURRENT REVENUE EARNED	FOR THE YEAR ENDED DECEMBER 31, 2021: CURRENT YEAR COST TO DATE	FOR THE YEAR ENDED DECEMBER 31, 2021: CURRENT PERIOD PROFIT	PERCENT COMPLETE
Weslaco - Hangars	52108	1,769,500	1,666,183	103,317	700,462	659,564	40,898	717,397	1,006,619	-	-	-	-	16,935	700,462	659,564	40,898	39.6%
HCHA - Villa Sandoval Phase 2	52112	160,222	148,931	11,291	4,744	4,410	334	11,767	144,521	-	-	-	-	7,023	4,744	4,410	334	3.0%
Premont CMAR	52113	579,458	547,031	32,427	520,778	491,635	29,143	455,927	55,396	-	-	-	64,851	-	520,778	491,635	29,143	89.9%
Weslaco Fire Station #2	52119	2,999,000	2,500,000	499,000	316,003	263,424	52,579	286,331	2,236,576	-	-	-	29,672	-	316,003	263,424	52,579	10.5%
Webb CISD Nature Center	52121	350,600	329,564	21,036	13,430	12,624	806	95,850	316,940	-	-	-	-	82,420	13,430	12,624	806	3.8%
Webb County Constable Pct. 4	52122	643,916	611,166	32,750	-	-	-	-	611,166	-	-	-	-	-	-	-	-	0.0%
Premont High School Remodel	52123	6,400,281	6,038,001	362,280	125,759	118,641	7,118	24,936	5,919,360	-	-	-	100,823	-	125,759	118,641	7,118	2.0%
Lendmark - Brownsville	52124	142,531	128,031	14,500	4,004	3,597	407	16,005	124,434	-	-	-	-	12,001	4,004	3,597	407	2.8%
Bus Yard Security	52127	110,516	104,260	6,256	4,498	4,243	255	87,626	100,017	-	-	-	-	83,128	4,498	4,243	255	4.1%
		$ 13,156,024	$ 12,073,167	$ 1,082,857	$ 1,689,678	$ 1,558,138	$ 131,540	$ 1,695,839	$ 10,515,029	$ -	$ -	$ -	$ 195,346	$ 201,507	$ 1,689,678	$ 1,558,138	$ 131,540	

See accompanying notes and independent accountants' review report

CURRENT PROJECTS

CURRENT:	**Lyford CISD Game Day Locker Room**
CONTACT:	ADM Architects
CONTRACT AMOUNT:	$1,215,000.00
COMPLETION PERCENTAGE:	99%- Final Closeouts Documents being Prepared.

CURRENT:	**City of Mercedes – PD Renovations**
CONTACT:	Javier Ramirez/Albert Perez – City of Mercedes
CONTRACT AMOUNT:	$2,912,404.00
COMPLETION PERCENTAGE:	90%

CURRENT:	**Tennis Fieldhouse and DAEP Renovations**
CONTACT:	ADM Architects
CONTRACT AMOUNT:	$1,749,500.00
COMPLETION PERCENTAGE:	50 %

CURRENT:	**Lyford CISD New PE Building and Band Practice Pad**
CONTACT:	ADM Architects
CONTRACT AMOUNT:	$4,914,745.00
COMPLETION PERCENTAGE:	15 %

CURRENT:	**Lyford CISD New Auditorium**
CONTACT:	ADM Architects
CONTRACT AMOUNT:	$6,800,000.00
COMPLETION PERCENTAGE:	10% - Plan Development Stage

CURRENT:	**Roma ISD Band Practice Pad**
CONTACT:	GIGNAC Architects
CONTRACT AMOUNT:	$1,152,000.00
COMPLETION PERCENTAGE:	95 %

CURRENT:	**Monte Alto Elementary School Library Renovations**
CONTACT:	Alvarado Architects & Associates, Inc.
CONTRACT AMOUNT:	$1,220,000.00
COMPLETION PERCENTAGE:	55 %

CURRENT:	**Konnor's Court**
CONTACT:	Thompsons Architecture /Jerry Smith
CONTRACT AMOUNT:	$3,033,353.00
COMPLETION PERCENTAGE:	99 %

PROJECTS COMPLETED

PROJECT:	**Earnest H. Singleton Early College Academy**
CONTACT:	David Brown
CONTACT INFO:	Ferrell/Brown & Associates, Inc. 439 S. W. 4th Street Premont, Texas 78375 361.348.3915
CONTRACT AMOUNT:	$2,085,629.00
COMPLETION PERCENTAGE:	99%
PROJECTS:	Early College Renovations
ARCHITECT:	Ferrell//Brown & Associates, Inc. 700 Everhart Terrace-Suite C11 Corpus Christi, Texas 78466

PROJECT:	**Bruni Teacherage**
CONTACT:	Ms. Black
CONTACT INFO:	Webb CISD 619 Avenue F Bruni, Texas 78344 361.747.5415 Ext. 100 Phone 361.747.5202 Fax
CONTRACT AMOUNT:	$497,200.00
COMPLETION PERCENTAGE:	99%
PROJECTS:	Bruni, Teacherage Webb CISD
ARCHITECT:	None

PROJECT:	PROGRESO LAUDROMAT
OWNER:	SERGIO J. VALDEZ
CONTACT INFO:	4415 N MCCOLL RD., MCALLEN TX 78504 EMAIL: SJVLAW@MSN.COM OFFICE: (956) 618-1782
CONTRACT AMOUNT:	$520,000.00

PROJECTS COMPLETED

PROJECT:	AMIGOS DEL VALLE
OWNER:	CITY OF SAN JUAN
CONTACT INFO:	709 S. NEBRASKA, SAN JUAN, TX 7858 OFFICE: (956) 428-4461 Architect – Heriberto Cavazos
CONTRACT AMOUNT:	$117,798.00
PROJECT:	KIKE DE LA GARZA – BUILDING ADDITITION
OWNER:	CITY OF MISSION
CONTACT INFO:	1201 E. 8th STREET, MISSION, TX 78572 PHONE: (956) 580-8650 CITY MANAGER
CONTRACT AMOUNT:	$268,721.39
PROJECT/OWNER	PORT ISABEL/SAN BENITO NAVIGATION
CONTACT INFO:	STEVE BEARDEN 250 INDUSTRIAL DRIVE PORT ISABEL TEXAS 78578
CONTRACT AMOUNT:	$219,000.00
PROJECT:	PROGRESO ISD- SCIENCE LAB
OWNER:	PROGRESO ISD
CONTACT INFO:	Progreso ISD c/o IDE*A Group, LLC P.O. Box 610 Progreso, Texas 78579
CONTRACT AMOUNT:	$76,690.00
PROJECT:	STC Mid-Valley Campus Canopy
OWNER:	STC
CONTACT INFO:	STC Mid-Valley Campus Canopy c/o ERO 300 S. 8TH STREET MCALLEN, TX 78501
CONTRACT AMOUNT:	$37,890.00

PROJECTS COMPLETED

PROJECT:	Fine Arts Center
OWNER:	Progresso I.S.D.
ARCHITECT:	IDEA Group, Inc. 1409 Galveston McAllen, Texas 78501
CONTRACT AMOUNT:	$545,788.86
COMPLETION PERCENTAGE:	100%
OWNER REP:	Mr. Mata, Business Manager
Note Worthy Factors:	Difficult site conditions, ongoing classes during construction, part of existing High School Campus.

PROJECT:	PROGRESO FINE ARTS CENTER – BONDED
OWNER:	PROGRESSO – ISD
CONTACT INFO:	IDEA GROUP, INC. 1409 GALVESTON, MCALLEN TX 78501 EMAIL: IDEAGRP95@SBCGLOBAL.NET OFFICE: (956) 686-6806
CONTRACT AMOUNT:	$545,788.86

PROJECT:	MCALLEN CIVIC CENTER
OWNER:	CITY OF MCALLEN
CONTACT INFO:	SANDRA ZAMORA PO BOX 220, MCALLEN TX 78505-0220 OFFICE: (956) 681-1130
CONTRACT AMOUNT:	$22,500.00

PROJECT:	TEXAS STATE TECHNICAL COLLEGE
CONTACT:	Pedro Guardiola
CONTACT INFO:	1902 NORTH LOOP 499, HARLINGEN, TEXAS 78550 OFFICE: (956) 364-4420
CONTRACT AMOUNT:	$18,800.50

PROJECTS COMPLETED

PROJECT:	TEXAS STATE TECHNICAL COLLEGE
CONTACT:	Pedro Guardiola
CONTACT INFO:	1902 NORTH LOOP 499, HARLINGEN, TEXAS 78550 OFFICE: (956) 364-4420
CONTRACT AMOUNT:	$18,460.00
PROJECT:	TEXAS DEPARTMENT OF PUBLIC SAFETY
CONTACT:	RAY MILLER
CONTACT INFO:	ACCOUNTING AND BUDGET CONTROL PO BOX 4087, AUSTIN, TX 78773-0130 OFFICE: 512-424-2205
CONTRACT AMOUNT:	$33,700.00
PROJECT:	TEXAS STATE TECHNICAL COLLEGE
CONTACT:	Pedro Guardiola
CONTACT INFO:	1902 NORTH LOOP 499, HARLINGEN, TEXAS 78550 OFFICE: (956) 364-4420
CONTRACT AMOUNT:	$101,798.98
PROJECT:	STC Mid-Valley Campus Canopy
OWNER:	STC
CONTACT INFO:	STC Mid-Valley Campus Canopy c/o ERO 300 S. 8TH STREET MCALLEN, TX 78501
CONTRACT AMOUNT:	$37,890.00
PROJECT:	NEW SPECIAL EDUCATION DEPARTMENT
OWNER:	EDCOUCH-ELSA ISD
CONTACT:	ELI ALVARADO, ARCHITECT – PBK
CONTACT INFO:	PBK ARCHITECTS, INC. 3900 N. 10TH STREET, SUITE 810 MCALLEN, TEXAS 78501 PHONE: 956-687-1330
CONTRACT AMOUNT:	$697,910.00

PROJECTS COMPLETED

PROJECT:	PROGRESO ISD- SCIENCE LAB
OWNER:	PROGRESO ISD
CONTACT INFO:	Progreso ISD c/o IDE*A Group, LLC P.O. Box 610 Progreso, Texas 78579
CONTRACT AMOUNT:	$76,690.00

PROJECT:	Edcouch-Elsa I.S.D Fine Arts Center - 2014
OWNER:	Edcouch-Elsa I.S.D
ARCHITECT:	PBK 3900 N. 10th Street - Suite 810 McAllen, Texas 78501
CONTRACT AMOUNT:	$1.6 Million
OWNER REP:	Dr. Rivera, Superintendent
Note Worthy Factors:	Value engineering a structure damaged during hurricane Katrina, Short time frame for construction, part of existing High School Campus.

PROJECT:	Texas State Technical College SS Renovation
CONTACT:	Adan Alvarez
CONTACT INFO:	1902 North Loop 499, Harlingen, Texas 78550 OFFICE: (956) 364-4420
CONTRACT AMOUNT:	$1,300,000.00

PROJECT:	Texas Parks and Wildlife Department
CONTACT:	Nikki Rodriguez
CONTACT INFO:	4200 Smith School Road, Austin, Texas 78744 OFFICE: (512) 389-4347
CONTRACT AMOUNT:	$17,000.00

PROJECTS COMPLETED

PROJECT:	Austin Plaza
CONTACT:	Jorge Gonzalez
CONTACT INFO:	509 East Pike Blvd. Suite A Weslaco, Texas 78596 OFFICE: (956) 447-1048
CONTRACT AMOUNT:	$739,000.00
PROJECT:	Fuzzy's Taco
CONTACT:	Richard Torres
CONTACT INFO:	P.O. Box 2432 McAllen, Texas 78502 OFFICE: (817) 992-3171
CONTRACT AMOUNT:	$340,000.00
PROJECT:	Weight Training and Storage Facility
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939
CONTRACT AMOUNT:	$983,291.76
CURRENT:	Visitor's Concession Stand
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939
CONTRACT AMOUNT:	$582,263.55
PROJECT:	**WEBB CISD – Various Projects**
CONTACT:	Jenette Black
CONTACT INFO:	619 F Ave. Bruni, Texas 78344 OFFICE: (361) 747-5415
CONTRACT AMOUNT:	$2,160,156.00
PROJECTS:	Teacherage Project Bruni Cafeteria Renovations Bruni Library Improvements Oilton Elementary Cafeteria Oilton Elementary Drainage Improvements
ARCHITECT:	
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939

PROJECTS COMPLETED

PROJECT:	**Edinburg Housing Authority Re-Roofing**
CONTACT:	Heriberto Rodriguez
CONTACT INFO:	1007 Walnut Ave, McAllen, Texas 78504 OFFICE: (956) 686.7771
CONTRACT AMOUNT:	$186,362.38
PROJECT:	**Jim Hogg CISD – Various Projects**
CONTACT:	Jay Maldonado Jr.
CONTACT INFO:	210 W. Lucille, St Hebbronville, Texas 78361 OFFICE: (361) 527-3203
CONTRACT AMOUNT:	$1,710,156.00
PROJECTS:	Cafeteria Addition Childhood Classroom Expansion Home Concession Stand
ARCHITECT:	Juan Homero Sanchez, AIA
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939
PROJECT:	**UTRGV Apartments**
CONTACT:	City of Weslaco – City Manager
CONTACT INFO:	225 S. Kansas Ave, Weslaco, Texas 78596 OFFICE: (956)968.3181
CONTRACT AMOUNT:	$2,649,00.00
ARCHITECT:	Sergio Lainez
CONTACT:	Lainez Architects
CONTACT INFO:	1502 Chaparral Harlingen, Texas 78550 OFFICE: (956) 832.3334
PROJECT:	**American Electric Power** CONTACT: David A Rinaldi, NCARB
CONTACT INFO:	1 Riverside Plaza, Columbus, OH 43215 OFFICE: (614) 716.6854
CONTRACT AMOUNT:	$585,625.00
ARCHITECT:	Sergio Lainez
CONTACT:	Lainez Architects
CONTACT INFO:	1502 Chaparral Harlingen, Texas 78550 OFFICE: (956) 832.3334

PROJECTS COMPLETED

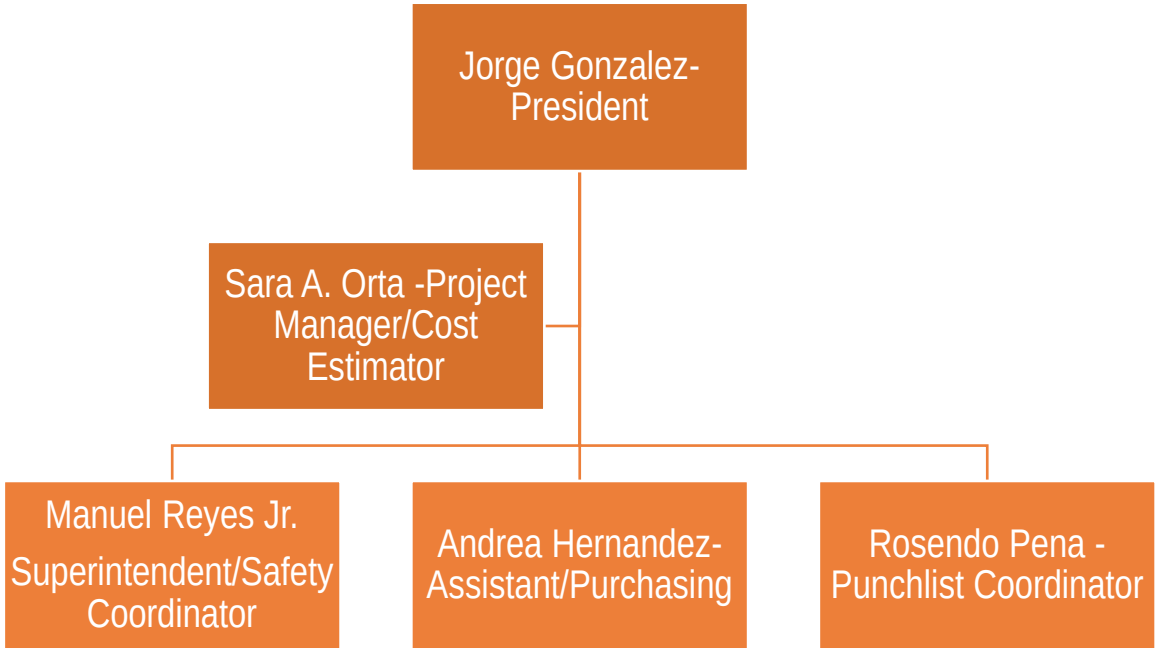
PROJECT:	**San Benito Magnolia Garden Housing Apartments**
CONTACT:	Jesse A. Miller
CONTACT INFO:	Megamorphosis Architecture and Interior Design 956.428.1779 Phone
CONTRACT AMOUNT:	$766,000.00
PROJECTS:	8 Unit Apartment Complex for San Benito Housing Authority
ARCHITECT:	Megamorphosis Architecture and Interior Design

PROJECT:	**Weslaco Northside Fire Station**
CONTACT:	Andrew Munoz
CONTACT INFO:	City of Weslaco 956-968-3181
CONTRACT AMOUNT:	$1,620,105.87
PROJECT:	Civil, Utilities and Building erection for fire station and admin offices
ARCHITECT:	Alvarado Architects and Associates

PERSONNEL AND STAFFING:

The President of the company, Jorge Gonzalez, will directly oversee the project. The lead project manager for this project will be Sara A. Orta and the head project superintendent will be Manuel Reyes Jr. The cost estimators will be Jorge Gonzalez and Sara A. Orta.

Tri-Gen Construction, LLC, commits the project manager and superintendent 100% to the project until it is complete. With many years in the industry, we realize that finding employees that know their job is hard to do. Knowing this, we make sure that our team is always at the top of their game. We give them all the tools they need to make their job easier – which in turn makes your job easier. You will see our team coordinating schedules, deliveries and the subcontractors with ease. You will see them holding various safety meetings and coordinating the subcontractors' schedules to ensure the project runs smoothly.



Juan J. Gonzalez

709 Country Lane
Weslaco, TX 78596

Work: (956) 447-2000
Cell: (956) 472-0816

SUMMARY

Self-starting, enthusiastic & persuasive business owner who enjoys traveling and starting new business ventures.

- Computer literate
- Translator English/Spanish
- Residential Construction General Contractor
- People Skills
- Multi-Family Residential Property Owner
- Commercial Construction General Contractor

CAREER HISTORY

2500 N McCOLL APARTMENTS , LLC Weslaco, Texas **2015 – PRESENT**

Member/Manager
- Own and operate multi-family apartment buildings and rentals.

PALMS CABANAS, LLC Weslaco, Texas **2013 – PRESENT**

Member/Manager
- Own and operate multi-family apartment buildings and rentals.

TRI-GEN CONSTRUCTION, LLC Weslaco, Texas **2007 – PRESENT**

Member/Manager
- General contractor for commercial construction.

DREAMLAND ESTATES, LLC Weslaco, Texas **2007 – PRESENT**

Member/Manager

- General contractor for commercial construction. Buy and sell real estate for construction and development. Own and operate commercial building and rentals.

LANDINGS BY J&J, LLC Weslaco, Texas **2007 – PRESENT**

Member/Manager
- Own and operate Multi-family residential apartment & commercial buildings and rentals.

DREAM HOMES BY J & J CONSTRUCTION, CO. Weslaco, Texas **2003 – PRESENT**

Vice President/Owner
- Construction of single and multi-family dwellings and commercial buildings.

DREAM HOMES BY J & J REAL ESTATE, CO. Weslaco, Texas **2003 – PRESENT**

Vice President/Owner
- Own and operate apartment rentals.

DREAM HOMES BY J & J MANAGEMENT, CO. Weslaco, Texas **2003 – PRESENT**

Vice President/Owner
- Management of the apartments & commercial buildings.

HIDALGO COUNTY GOVERNMENT, Edinburg, Texas **1988 - 2003**

Bailiff/Interpreter English/Spanish

District Court Clerk

- Clerical Duties
- Report preparation and filing of court cases and their status
- Aide to the general public with information and documents

EDUCATION AND TRAINING

Bachelor of Arts, Finance, University of Texas Pan American, Edinburg, Texas

International Business
Real Estate
Insurance
Principals of Accounting
Cost Accounting
Financial Accounting
Intermediate Accounting

Jorge Gonzalez

1235 Chloe Rae Cir
Weslaco, TX 78596

Work: (956) 447-2000
Cell: (956) 533-1919

SUMMARY

Persuasive, self-starting, international sales representative, who enjoys travel and establishing new markets. Recognized for superior results obtained through negotiation, decision making, and problem solving. Particularly knowledgeable of:

- Mexican Trade Regulations
- Establishing Client Relations in Different Cultures
- Multi-Family Residential Property Owner
- Commercial Construction General Contractor
- Building Products Industry
- Spoken and Written Business Spanish
- Residential Construction General Contractor

CAREER HISTORY

2500 N McCOLL APARTMENTS , LLC Weslaco, Texa **2015 – Present**

Member/Manager
- Own and operate multi-family apartment buildings and rentals.

PALMS CABANAS, LLC Weslaco, Texas **2013 – Present**

Member/Manager
- Own and operate multi-family apartment buildings and rentals.

TRI-GEN CONSTRUCTION, LLC Weslaco, Texas **2007 – Present**

Member/Manager
- General contractor for commercial construction.

DREAM LAND ESTATES, LLC Weslaco, Texas **2007 – Present**

Member/Manager
- General contractor for commercial construction. Buy and sell real estate for construction and development. Own and operate commercial building and rentals.

LANDINGS BY J&J, LLC Weslaco, Texas **2007 – Present**

Member/Manager
- Own and operate multi-family apartment & commercial buildings and rentals.

DREAM HOMES BY J & J CONSTRUCTION, CO. Weslaco, Texas **2003 – Present**

President/Owner
- Construction of single and multi-family dwellings and commercial buildings.

DREAM HOMES BY J & J REAL ESTATE, CO. Weslaco, Texas **2003 – Present**

President/Owner
- Own and operate apartment rentals.

DREAM HOMES BY J & J MANAGEMENT, CO. Weslaco, Texas **2003 – Present**

President/Owner
- Management of the apartment & commercial buildings.

PRIME SOURCE BUILDING PRODUCTS, San Antonio, Texas **1998 - 2003**

Outside Sales Representative

Sold approximately $15 million per year in commodity and specialty products to over 200 clients located in a territory ranging from Port Isabel to Laredo TX (South Texas Border)

- Developed territory and increased customer base by approximately 50%.
- Increased sales by 75%.
- Rank on the top 3% of Prime Source sales force nation- wide.

GEORGIA-PACIFIC CORPORATION, Harlingen, Texas **1995 – 1998**

Outside Sales Representative for Mexico

Sold approximately $10 million per year in commodity and specialty products to over 300 clients located in a territory ranging from the Texas border to Guadalajara, Mexico. Indirectly supervised one Inside Account Manager.

- Identified need to take sales to Mexico clients from a strictly inside function to an external sales effort; made formal proposal to management justifying external sales effort.
- Developed territory and increased customer base by approximately 50%.
- Increased sales by 35% after beginning external sales.
- Reduced overhead costs by qualifying customers.
- Reduced import process downtime by nearly 70%, consolidating shipments through one broker.

SEARS ROEBUCK & CO., McAllen, Texas **1991 - 1995**

Commissioned Sales Associate

Sold home improvement and water treatment products to a clientele consisting primarily of Mexican Nationals.

- Ranked consistently in the top three for sales production.

GONZALEZ CONSTRUCTION, Elsa, Texas 1**989 – 1991**

General Contractor

Built residences. Supervised crews of 4 to 10 skilled craftsmen. Bought and insured proper delivery of materials.

ROBIN EQUIPMENT COMPANY, Joshua, Texas **1988 - 1989**

Shipping/Quality Control Clerk

Insured that plastic injection molding and vacuum form molding products met specifications set by General Motors and Volkswagen of America.

EDUCATION AND TRAINING Bachelor of Arts, Finance

University of Texas Pan American, Edinburg, Texas

International Business
Real Estate
Insurance
Principals of Accounting
Cost Accounting
Financial Accounting
Intermediate Accounting

Sears In-house Training

Customer Service and Sales
Identifying Customer Needs

COMMUNITY SERVICE

Elsa Volunteer Fire Department

Association General Contractors of America – Board Member, Harlingen, TX Branch

Sara Alicia Orta

2500 North McColl Road Apt 46 • McAllen, TX 78501 •Phone: (956) 292-1765 • Email: trigensara@gmail.com

Education

The University of Texas-Pan American, Edinburg, TX
Masters of Science in Accounting / **Bachelor of Business Administration in Accounting** (concurrent)
Graduation Date: August 2010 Bachelor GPA: 3.59 / Masters GPA: 3.50

South Texas College, McAllen, TX
Associate of Arts Business Administration, Minor: Accounting, August 2007 GPA: 3.96

Experience

Tri-Gen Construction, L.L.C. *Construction Accountant / Estimator* February 2014- Current
Prepared detailed cost estimation by analyzing plans and specifications and performing quality take-offs for select trades. Developed and prepared conceptual estimates with subcontractor assistance using design document information. Processes any request for information subcontractors have on plans and specifications. Itemized trade specific scopes and prepare bid packages. Prepare detailed critical path job schedules. Interact with clients, architect, and engineers to understand and incorporate project objectives, schedules, permits, cost, etc. Prepared AIA documents for contracts, billing, and bid documents.

Deaver CPA Firm, LLC., *Staff Accountant* October 2013-January 2014
Prepared consolidated internal and external financial statements for Construction Companies, gathering and analyzing information from the general ledger system. Analyzed information and options by developing spreadsheet reports; verifying information. Prepared general ledger entries by maintaining records and files; reconciling accounts.

Milkins Roofing, Inc., *Accountant* November 2012-December 2013
Prepare, examine, and analyze accounting records, financial statements, and other financial reports to assess accuracy, completeness, and conformance to reporting and procedural standards. Develop, maintain, and analyze budgets, preparing weekly and monthly reports to compare budgeted cost to actual cost.

Rio Grande Pak Foods Ltd., *Executive Assistant* June 2010-November 2012
Assist with monitoring and auditing incoming accounts payables and accounts receivables. Audit outgoing invoices and work with QuickBooks reporting end of the week and month reports. Audit sales reports going outbound to corporate. Assist with ordering beef supplying purchase order to invoice incoming beef.

Honors

Golden Key International Honor Society September 2007-August 2010
Beta Gamma Sigma (Business Honor Society) April 2009-August 2010

Award

UTPA Accounting Department: Scholarship "The Outstanding Student Award" May 2008
STC Outstanding Leadership Award, PTK Beta Epsilon Mu April 2007

Activities

Accounting Society, Member Fall 2007-Spring 2010
Association of Certified Fraud Examiner, Student Member Spring 2010
UTPA PTK Alumni, 2nd Vice President Fall 2007- Spring 2008
Beta Epsilon Mu Chapter, President Fall 2006- Spring 2007

Skills

Language: Bilingual in English and Spanish
Computer: Microsoft Office, Word, Excel, Access, PowerPoint, TaxWise, ACL (Audit Software), Quick Books, Plan Swift
Business Capabilities: Excellent Leadership, Detailed Oriented, Comfortable with public speaking, ability to work well in team environment or individually.

MANUEL REYES JR.

SUPERINTENDENT

PROFILE

As the Superintendent, Manuel Reyes Jr. is responsible for overseeing and coordinating all of the activities of a construction site according to project blueprints and schedule plans. His duties include coordinating subcontractors, performing quality control and safety checks and providing on site directions when preparing construction sites. His management responsibilities lead the construction team effectively and ensures they have all the resources they need. Manuel is proficient in reading prints, creating RFI's and conducting all meetings and safety procedures onsite as required. He visits all jobsites daily while creating reports and seeing that the supervisors and subcontractors are working pre plans and specifications.

Manuel also meets with subcontractors weekly for billing and handling off their approved invoices to the main office for payment.

CONTACT

PHONE:
956-447-1048 Office
956-373-7343 Cell

EMAIL:
trigenmanny@gmail.com

Relevant Experience:

City of Weslaco Hangar Infrastructure Improvements :
Cost $1,769,500-2020
Work of the Project consists of constructing 2 new hangar buildings and associated paving, drainage, and utility improvements. This project included the design, engineering, and construction of two units with six leasable spaces and related airport infrastructure included signage, markings and apron expansion. Contact: Andrew Munoz (City of Weslaco)

Premont ISD:
Cost $2,085,629.00-2020
Remodel of the CTE building. Approximately 8500sf. Complete TPO roof overlay, and decorative metal panels on exterior. Interior consisted of compete demolition to concrete pad and roof deck. Installed all new metal stud partitions, VCT flooring, SAC, millwork and granite countertops. Main HS Modifications: removed ALL exterior doors and frames and replaced. Consisted of new access controls, and tying into special systems. Contact Jerry Garcia, ERO Architects.

Weslaco Fire Station #2:
Cost $2,999,000.00-2021
Remodel of the already demolished admin building. Approximately 5000sf. Roof was handled by owner. Interior consisted of all new metal stud partitions, CMU holding cells, VCT and ceramic flooring, SAC, millwork and granite countertops. Exterior work consisted f sidewalks, handrails, asphalt parking lot and striping. Landscaping consisted of hydro-mulch and fencing. Contact Martha – Milnet Architects.

Lyford Tennis Facility and DAEP Renovations
Cost $1,749,500.00-2023
Civil and site work on approximately 6 acres. Worked with owner simultaneously to meet all deadlines while coordinating our crews to work together. Owner hired petroleum tank subcontractors and scale subcontractor and we oversaw them. We did civil – including site lighting. Building pad, wood frame building with trusses and TPO roofing. All interior finishes, restrooms, showers, kitchen and special systems. Exterior was stucco and stone veneer. Stored, delivered and installed all interior C-Store furniture and fixtures. Contact John Cabelo - Road Ranger

Lyford Gameday Locker Room
Cost $1,215,500.00-2023
Civil and site work on approximately 6 acres. Worked with owner simultaneously to meet all deadlines while coordinating our crews to work together. Owner hired petroleum tank subcontractors and scale subcontractor and we oversaw them. We did civil – including site lighting. Building pad, wood frame building with trusses and TPO roofing. All interior finishes, restrooms, showers, kitchen and special systems. Exterior was stucco and stone veneer. Stored, delivered and installed all interior C-Store furniture and fixtures. Contact John Cabelo - Road Ranger

Webb County Engineering Department
1620 Santa Ursula 2nd Floor
Laredo TX 78040

Luis Perez Garcia III, P.E., C.F.M.
County Engineer
Phone: (956) 523-4055
Fax: (956) 523-5158

June 23, 2023

RE: LETTER OF RECOMMENDATION

Dear Sir/Madam:

Tri-Gen Construction, LLC., worked with Webb County to successfully complete the construction of the Webb County Constable Precinct 4 Remodeling Project located in Laredo Texas.

Efficiency and dependability is one of the factors we are humbly submitting this recommendation letter for Mr. Jorge Gonzalez from Tri-Gen Construction LLC., and further express our desire to continue working with this company on any future construction projects.

Not only did Tri-Gen Construction complete this project in a timely manner, but they saved the County the amount of $60,000.00 of Contingency funds which were not used. Without hesitation, I recommend Tri-Gen Construction and trust that they will provide equal services on your project.

Please do not hesitate to contact our office if you require additional information.

Respectfully,

Luis Perez Garcia, P.E., C.F.M.
Webb County Engineer

PREMONT INDEPENDENT SCHOOL DISTRICT

P.O. Box 530
439 S.W. 4th Street
Premont, Texas 78375

Phone: 361-348-3915 ext. 2000
Fax: 361-348-2882
premontisd.net

April 22, 2021

To Whom It May Concern,

Tri-Gen Construction, L.L.C. worked with Premont Independent School District and Travelers Casualty and Surety Company of America to successfully finish the construction project Don Krueger Construction Company failed to complete. Tri-Gen Construction, L.L.C. came on board to finish the project within a timely manner.

We would like to extend our recommendation for Tri-Gen Construction, L.L.C. on any future construction project and
also express our desire to work further with them.

They were efficient and dependable. We did not have any issues with them, and we were able to finish the projects on time and on budget. Please feel free to contact our office at (361)348-3915 with any questions pertaining to them.

Sincerely,

Steve VanMatre
Superintendent of Schools

LAINEZ | ARCHITECTS

March 26, 2021

To Whom It May Concern:

Please accept this letter of recommendation for Trigen Construction LLC. Their professionalism and Trigen Construction Company's experienced team members have propelled the organizations' position as one of the top contractors in the Rio Grande Valley. Jorge Gonzalez and all of their associates are responsive to the needs of our project Owners. They have always been fair and cooperative in addressing all project management concerns.

Trigen Construction has completed numerous projects for us over the years, but we are especially proud of the following projects which they have completed: St. Pius X Church Renovation and Restoration in Weslaco, AEP Texas Headquarters addition in McAllen, and UT-RGV University Apartment Complex in Weslaco. During the construction of all our projects, I have found Trigen Construction to be very professional, cooperative, and diligent in the execution of all their work including preconstruction services, construction services, or warranty work.

I would like to highlight some of their best qualities specifically related to their approach to preconstruction services like constructability reviews, construction budget planning, and value engineering. These items have been addressed with cooperation, transparency, accuracy, and timing. Their construction services are second to none in quality of product delivered, safety at the jobsite, maintenance of construction schedule, and commitment to working with construction budgets.

I have no hesitation in recommending Trigen Construction for any projects which they would pursue.

If you have any questions, please do not hesitate to call me at 956 832 3334.

Respectfully,

Sergio R. Láinez, AIA, MBA
Lainez | Architects LLC

1502 Chaparral Lane | Harlingen, Texas 78550
956 832 3334

VANTAGE BANK

January 23, 2024

RE: TRI - GEN CONSTRUCTION LLC

To Whom It May Concern:

Please be advised that Tri-Gen Construction LLC has a banking relationship with Vantage Bank Texas. Below is their banking information.

Name: Tri-Gen Construction LLC

Address: 2900 N Texas Blvd Ste 201 Weslaco, Texas 78599

Account: ***6548

Routing: 114915272

Swift: ITNBUS44

Bank: Vantage Bank

Bank Address: 1801 S 2nd Street McAllen Texas 78503

Any courtesies that you may extend to our customer will be greatly appreciated.

Regards,

Robert Rodriguez

Senior Vice President | Commercial Relationship Manager

(956) 574-8508

PlainsCapital Bank

February 21, 2023

Re: Tri-Gen Construction, LLC

To Whom It May Concern:

This letter certifies that Tri-Gen Construction, LLC has had an established banking relationship with PlainsCapital Bank since February 14, 2019. They have handled their banking relationship in a satisfactory manner and are a valued customer of PlainsCapital Bank.

If you have any questions, please feel free to contact me at 956-973-3071.

Sincerely,

Jesse Santana
Senior Vice President

911 W. Expressway 83 | Weslaco, TX 78596
jesse.santana@plainscapital.com
PlainsCapital.com

May 15, 2018

To Whom It May Concern:

RE: Tri-Gen Construction LLC

Tri-Gen Construction LLC has been doing business with Inter National Bank since 2016. They have always handled their business in a satisfactory manner and are a valued customer of Inter National Bank.

If you have any questions, please feel free to contact me at (956) 664-8467.

Sincerely,

Oscar Rodriguez
SVP Commercial Lender

INTER NATIONAL BANK
A DIVISION OF BANORTE

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

January 18, 2021

To Whom it may concern:

I respectfully submit this letter of reference for Mr. Jorge Gonzalez and Tri-Gen Construction, LLC.

We have enjoyed a working relationship with Mr. Gonzalez and his company over the last several years and have found their personal attention to be exceptional, their crews to be focused on their work and their completion of work commendable.

Trigen was contracted to construct a North Side Fire Station for the City of Weslaco. Together, with great office support and field personnel, they were able to maintain a tight working schedule, deliver the project under bid and ahead of schedule.

Trigen Construction represents the construction industry in a professional and exemplary manner. I recommend Trigen without hesitation and trust that they will provide equal services on your project.

Respectfully,

Andrew Muñoz,
Asst. City Manager / Aviation Director

LA PLAZA

A SIMON MALL

May 23, 2018

TO WHOM IT MAY CONCERN:

This letter is in reference to Tri-Gen Contracting LLC work that was done at La Plaza Mall this past year. We would highly recommend them for any future work in this mall. They were meticulous in their work responsibilities, communication with their subs, submittals of paperwork, cleanliness of the job, adherence to Mall regulations, and offered suggestions of how to resolve issues in a professional manner.

We are pleased to recommend them to any job they may be involved in for future work and look forward to working with them again in the near future. Please feel free to call if you have any questions. Thank you.

Sincerely,

Becky Castro

BECKY R. CASTRO
LEAD FIELD TENANT COORDINATOR

ROTHSCHILD DOWNES, LLC | RETAIL TENANT COORDINATION
c 760.705.0791
La Plaza Mall
2200 South 10th Street, Suite C07B | McAllen TX | 78503

Lendmark
Financial Services

February 12, 2020

To Whom it May Concern,

Lendmark Financial Services LLC engaged Tri-Gen Construction, LLC in January 2020 to build a branch location for Lendmark in Weslaco, TX. Connie Beardon was our Tri-Gen Project Manager. Connie oversaw every aspect of the job from permitting to construction completion.

Connie was very professional, quick to respond to our questions, detail oriented and she communicated the progress of build out to us very well. Originally Tri-Gen was given a completion date on 2/28/2020. I was very impressed when they completed the job on 2/12/2020, two and half weeks early. The construction crew was hard working, paid attention to detail and took pride in their work. Overall, Tri-Gen Construction hit the ground running and exceeded my expectations.

I would highly recommend Tri-Gen Construction, LLC for future construction jobs with Lendmark Financial Services, LLC. My overall experience was excellent.

Sincerely,

Mike Mabry
Assistant Vice President, Support Services
Lendmark Financial Services, LLC
2118 Usher Street
Covington, GA 30014
(678)625-6593

American Safety Consulting

P.O. Box 530689 Harlingen, TX 78553 956-244-6003 – cell 956-364-0438 – fax

January 26, 2020

To Whom It May Concern:

American Safety Consulting has worked with Tri-Gen Construction for the past eight (8) years conducting job-site safety inspections and OSHA Outreach Training for some of its employees. As of this date, Tri-Gen Construction has not incurred any OSHA violations or citations.

We will continue to work with Tri-Gen Construction to ensure all workers are following all safety regulations on the job-sites.

Please feel free to call if additional information is required.

Thank You,

American Safety Consulting
Abel Moya
(956) 244-6003

Eli Flores
(956) 244-6275

References

PROJECT:	**St. Pius X Church Renovations**
CONTACT:	Bishop Daniel E. Flores
CONTACT INFO:	St. Pius X Church 600 S. Oklahoma Ave. Weslaco, TX. 78596 OFFICE: (956)
CONTRACT AMOUNT:	$1,900,000.00
COMPLETION PERCENTAGE:	95%
PROJECTS:	St. Pius X Church Renovations
ARCHITECT:	Sergio Lainez
CONTACT:	Lainez Architects
CONTACT INFO:	1502 Chaparral Harlingen, Texas 78550 OFFICE: (956) 832.3334

PROJECT:	**City of Edcouch – Community Center**
CONTACT:	Hugo De La Cruz – City of Edcouch
CONTACT INFO:	P: 956-262-2140
CONTRACT AMOUNT:	$475,346.00
COMPLETION PERCENTAGE:	98%
ARCHITECT:	Alvarado Architects
CONTACT:	Eli Alvarado
CONTACT INFO:	956-464-8258

PROJECT:	**City of Edcouch – Pool Renovation**
CONTACT:	Hugo De La Cruz – City of Edcouch
CONTACT INFO:	P: 956-262-2140
CONTRACT AMOUNT:	$454,830.00
COMPLETION PERCENTAGE:	95%
ARCHITECT:	Alvarado Architects
CONTACT:	Eli Alvarado
CONTACT INFO:	956-464-8258

References

PROJECT:	**City of Weslaco – Mid Valley Airport Hanger Expansion**
CONTACT:	Andrew Munoz
CONTACT INFO:	956-968-3181
CONTRACT AMOUNT:	$1,769,500.00
PROJECTS DETAILS: -	Civil, Concrete, Asphalt. 2 – Specialty airplane hangers. Bi-Fold Fold up specialty doors, electrical, plumbing, Utilities.
ARCHITECT	Boultinghouse Simpson and Gates.
CONTACT:	John Gates
CONTACT INFO:	956-630-9494

PROJECT:	**Jim Hogg CISD – Various Projects**
CONTACT:	Jay Maldonado Jr.
CONTACT INFO:	210 W. Lucille, St Hebbronville, Texas 78361 OFFICE: (361) 527-3203
CONTRACT AMOUNT:	$1,710,156.00
PROJECTS:	Cafeteria Addition Childhood Classroom Expansion Home Concession Stand
ARCHITECT:	Juan Homero Sanchez, AIA
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939

PROJECT:	**American Electric Power**
CONTACT:	City of Weslaco – City Manager
CONTACT INFO:	210 W. Lucille, St Hebbronville, Texas 78361 OFFICE: (361) 527-3203
CONTRACT AMOUNT:	$649,745.00
COMPLETION PERCENTAGE:	65%
PROJECTS:	New Transmission Shop
ARCHITECT:	Sergio Lainez
CONTACT:	Lainez Architects
CONTACT INFO:	1502 Chaparral Harlingen, Texas 78550 OFFICE: (956) 832.3334

References

PROJECT:	**Weight Training and Storage Facility**
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939
CONTRACT AMOUNT:	$983,291.76

PROJECT:	**Visitor's Concession Stand**
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939
CONTRACT AMOUNT:	$582,263.55

PROJECT:	**WEBB CISD – Various Projects**
CONTACT:	Jeanette Black
CONTACT INFO:	619 F Ave. Bruni, Texas 78344 OFFICE: (361) 747-5415
CONTRACT AMOUNT:	$2,160,156.00
PROJECTS:	Teacherage Project Bruni Cafeteria Renovations Bruni Library Improvements Oilton Elementary Cafeteria Oilton Elementary Drainage Improvements
ARCHITECT:	
CONTACT:	Juan Homero Sanchez
CONTACT INFO:	6909 Springfield Ave. Suite 105 Laredo, Texas 78041 OFFICE: (956) 723.2939

rofa architects

rike
ogden
figueroa
allex

May 10, 2017

To Whom it may concern:

I respectfully submit this letter of reference for Trigen Construction.

Trigen performed work for Edinburg Housing Authority under our direction. The work included Re-roofing of 38 units for Manuel Ramirez Viviendas.

We found that Trigen's personal attention to be exceptional and their crews to be focused on their work and respectful to the residents. Their completion of punch list items was commendable and to date have not received any warranty calls.

Trigen Construction represent the construction industry in a professional and exemplary manner. I recommend Trigen without hesitation and trust that they will provide equal services on your project.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.



Humberto Rodriguez, AIA
Principal

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

JHS
ARCHITECT

January 20. 2023

To whom it may concern:

The purpose of this letter is to inform you of Tri-Gen Construction Co. and Mr. Jorge Gonzalez' current and past work experience with our firm. I am the Owner and Principal of my firm Juan Homero Sanchez Architect Inc.(*formerly Ashley, Humphries and Sanchez Architects*), with offices in Laredo, Texas and enjoy a professional practice of architecture in the State of Texas, Oklahoma and in northern Mexico. We are a full-service firm offering pre-design through design, construction and post occupation services to public and private clients in our area.

We have enjoyed a working relationship with Mr. Gonzalez and his company over the last five years. During this time, we have completed several large projects for Jim Hogg County ISD and Webb Consolidated ISD and the County of Webb. I must state that the quality of work has more than exceeded our expectations. Together with a great office support and field personnel they were able to maintain a tight working schedule even with the burden of unexpected problems and difficulties on the project site. Mr. Gonzalez expertise in solving these in a timely manner certainly contributed to the success of the project, including well documented pricing for the Owner to responsibly make changes and approve modifications to the contract quickly. All modifications, construction change directives and change orders were properly and expeditiously prepared, submitted and executed.

I can sincerely state without any reservation, that Mr. Gonzalez always demonstrated the utmost level of professionalism during his work. I recommend them wholeheartedly in whatever endeavor he may pursue.

Sincerely

Juan Homero Sanchez, AIA, Architect

Elizondo Plumbing, Inc.

503 W. Griffin Parkway

Mission, TX 78572

(956) 581-8071

M-12750

Date 10/19/2018

Regarding: Tri-Gen Construction LLC.

To whom it may concern.

Regarding: Tri-Gen Construction LLC.

We have been doing business with Tri-Gen Construction for well over 3 years. In this time, we have found them to be one of the top notch contractors in the area.

Tri-Gen Construction has a strict payment schedule, complete with waivers and releases. Their staff pays attention to detail and institutes a 3 point check system for all purchases and payments.

We know that when we work with Tri-Gen Construction – we will be working with a company that has knowledge of the project – as well as the industry. If there is a problem with drawings as drawn – Tri-Gen will assist in speaking to the engineers and architects to get the explanations and/or changes approved.

We look forward to projects with Tri-Gen Construction.

Please do not hesitate to call if you have any questions.

Thank you,

Elizondo Plumbing

Margie Garza

MATT'S

BUILDING MATERIALS, INC.

P.O. BOX 1663 ~PHARR, TEXAS 78577
PHONE (956) 787-5513
FAX (956) 787-6953

October 19, 2018

Re: Tri-Gen Construction
2900 N Texas Blvd
Weslaco, Texas 78599

To Whom It May Concern;

Tri-Gen Construction has been a customer of Matt's Building Materials for over ten years. Our experience with them has always been very positive and professional. They have a very good system when it comes to purchasing and paying on their account. We have always worked very well with the completion of waivers and releases on all jobs as they are being completed.

We are very excited and are definitely looking forward to working with them as they continue with all their building projects. Please feel free to call or email us if you should have any further questions.

Respectfully,

David Castillo-Manager
dcastillo@mattsbm.com

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
RESOLUTIONS
Agenda Item No: 9.A.
Resolution: Magnolia Apartments

1. **Agenda Item:**
Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs Housing 2024 Competitive 9% Housing Tax Credits for Magnolia Apartments, as Requested by Madhouse Development in Care of Avanti Legacy Magnolia, LP. [Claudia L. Farias, Interim Director of Grants Administration].

2. **Description:**
Madhouse Development has submitted a pre-application to the Texas Department of Housing and Community Affairs (TDHCA) for the Affordable Housing 2024 9% Housing Tax Credit and will be submitting a full application by March 1, 2024. TDHCA will issue final awards in July 2024. Madhouse was established in 1999, and has 40 years of experience in the multifamily housing industry, providing expertise in the areas of finance, development, construction and asset management of quality affordable and market-rate rental housing. Madhouse developed 21 affordable apartment communities along the border including two properties in Edinburg.

Madhouse Development in care of Avanti Legacy Magnolia, LP is requesting a resolution of support and financial commitment from the City for the application. The financial commitment can be in the form of a grant, waiver of building or permit fees, or contribution of other value for the benefit of the proposed development in the amount of $500. The resolution of local support and financial commitment is required to maximize the application's points.

The Magnolia Apartment site is approximately 4.17 acres of vacant land zoned Commercial General, and will be comprised of approximately 113 apartment homes. The affordable apartment community will be marketed to active independent-living seniors who are attempting to segue into retirement on fixed incomes. The community will consist of one-bedroom/one-bathroom units which range from 618-650 sq. ft. The proposed rents will range from $332 to $738 per month for a one-bedroom unit. A total of 12 apartment homes will serve families earning at or below 30% of AMI and 23 apartments homes will serve families earning at or below 50% of AMI. There is a proposed integrated single-story clubhouse/leasing facility on the first floor. All apartment homes will have faux-wood vinyl plank flooring, modern countertops, full-size washer and dryer connections, walk-in closets with built-in shelving, energy-efficient ceiling fans in the living and bedroom areas. The clubhouse includes a media room with audio-visual equipment, an executive business center containing free-to-use computers with internet access, and a workroom connected to private offices. Other common amenities include a state-of-the-art fitness center, barbeque grills with picnic tables, community laundry room, and well landscaped congregation areas.

3. **Staff's Recommendation:**
Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs Housing 2024 Competitive 9% Housing Tax Credits for Magnolia Apartments, as Requested by Madhouse Development in Care of Avanti Legacy Magnolia, LP.

Reviewed by:
Claudia Farias, Interim Director of Grants Administration

Prepared by:
Claudia Farias, Interim Director of Grants Administration

Attachments:

A. Resolution
B. Request Letter
C. Project Information Form
D. Project Budget
E. Site and Zone Maps
F. Madhouse Development Brochure
G. Development Fact Sheet

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION OF SUPPORT AND COMMITMENT OF DEVELOPMENT FUNDING TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR AFFORDABLE HOUSING 2024 COMPETITIVE 9% HOUSING TAX CREDITS FOR THE DEVELOPMENT OF MAGNOLIA APARTMENTS, AS REQUESTED BY MADHOUSE DEVELOPMENT, IN CARE OF AVANTI LEGACY MAGNOLIA, LP.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, Avanti Legacy Magnolia, LP, or their designee, (the "**Applicant**") is proposing to develop Magnolia Apartments (the "**Housing**"), an affordable rental housing development located near the southeast quadrant of 1710 East Richardson Road on 4.17 acres of vacant land zoned Commercial General, Edinburg, Hidalgo County, Texas 78541 (the **"Development Site"**);

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (**TDHCA**) for an allocation of 2024 Competitive 9% Housing Tax Credits ("**HTCs"**) for the construction and development of the Housing;

WHEREAS, pursuant to §11.9(d)(1) of TDHCA's 2024 Qualified Allocation Plan (the "QAP") and in accordance with the Texas Government Code §2306.6710(b)(1)(B), an application may qualify for points for a Resolution of Support; and,

WHEREAS, the Applicant has requested from the City Council of the City of Edinburg (i) support for the development of the Housing and for Applicant's application to TDHCA and (ii) a commitment of $500 in building or permit fee waivers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, that:

1. The City Council of the City of Edinburg hereby confirms its support for the Magnolia Apartments for affordable rental housing, at its proposed location near the southeast quadrant of 1710 East Richardson Road on 4.17 acres of vacant land zoned Commercial General, Edinburg, Hidalgo County, Texas 78541, and additionally supports the Applicant's application #24173 with TDHCA and that this formal action has been taken to put on record the opinions expressed by the City of Edinburg on this date.

2. The City Council of the City of Edinburg hereby approves the provision of providing a grant, reduced fees, or development related services equal in value to $500. The funding assistance provided by the City of Edinburg pursuant to this Resolution is intended to comply with all requirements of §11.9(d)(1) and (2) of the QAP.

3. Notwithstanding anything herein to the contrary, the Commitment of Development Funding by the City of Edinburg set forth in this Resolution shall be contingent on: (i) the Applicant securing HTCs from TDHCA in an amount sufficient to develop the Housing, (ii) development plan approvals (including any required zoning) by the City of Edinburg in connection with developing the Housing, and (iii) finalizing commitment of development funding pursuant to the terms committed to by the City of Edinburg pursuant to this Resolution.

4. The City of Edinburg is not a related party to the Applicant, and any funding assistance committed by the City of Edinburg to the development of the Housing pursuant to this Resolution will not have been provided to the City of Edinburg by the Applicant or any related party to the Applicant.

5. For and on behalf of the City Council, Ramiro Garza Jr., Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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 20th day of February 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: _____
City Attorney

madhouse
DEVELOPMENT SERVICES

3933 Steck Avenue
Suite B120
Austin, TX 78759

Phone (512) 982-1342
Fax (512) 900-2860

January 27,2024

Claudia Farias, Interim Director
Grants Administration
415 W. University Drive
Edinburg, TX 78539

Dear Ms. Farias

As per our phone conversation, please consider this correspondence as our request from the City Council for a Resolution of Support and Commitment of Development Funding for $500 for Avanti Legacy Magnolia LP. The Magnolia site is approximately 4.17 acres, and the affordable apartment community will be comprised of approximately 113 apartment homes. The Magnolia community will consist of one-bedroom/one-bathroom units which range from 618 sq. ft. to 650 sq. ft. The property will be marketed to active independent-living seniors who are attempting to segue into retirement on fixed incomes. The proposed rents will range from $332 to $738 per month for a one-bedroom unit. In fact, 12 apartment homes will serve families earning at or below 30% of AMI and 23 apartment homes will serve seniors earning at or below 50% of AMI with the remainder of the units at 60%AMI.

We have forwarded a completed Project Information Form as well as drafts of the requested Resolution of Support and Commitment of Development Funding. As you may know, both documents may be consolidated into one resolution if that is the city's preference. In addition, we have included a Development Summary and a copy of our corporate brochure. As explained in the Form, these items are necessary to maximize the score of our application for federal housing tax credits being submitted to the Texas Department of Housing and Community Affairs ("TDHCA").

The following is the timeline for the proposed community:

- TDHCA BOARD CONSIDERATION: JULY 28, 2024
- PROJECT DESIGN COMPLETION: NOVEMBER 2024
- FINANCING CLOSING: MARCH 2025
- CONSTRUCTION START: MARCH 2025
- CONSTRUCTION COMPLETION: JUNE 2026
- PROJECT COMPLETION: JULY 2026

Thank you for your assistance with this matter and please advise if additional information is required.

Henry Flores, President

PROJECT INFORMATION

Business Name: Madhouse Development

Address: 3933 Steck Ave,Suite B-120

City: Austin State: TX Zip Code: 78759

Phone #: (512) 633-4037 Fax #: (512) 900-2860

Contact: Henry Flores Title: President

Legal Entity: Avanti Legacy Magnolia, LP

Minority-Owned: (Yes) ☑ (No) ☐ Woman-Owned: (Yes) ☐ (No) ☐

Please give percentage of minority or women-owned 100 %

Existing Business: Yes

Current # Employees: 11

Total Annual Sales $: $1.7MM

Date Started Doing Business: 09-27-99

(mm-dd-yy)

Brief Description of Business

Madhouse Development was established in 1999 and has successfully collaborated with the largest financial institutions in the country while utilizing various forms of complex financing to successfully develop over 50 multifamily properties totaling over 5,400 units. With almost 25 years of continuous success, Madhouse is well established in the multifamily housing industry, providing expertise in the finance, development, construction, and asset management of quality affordable and market-rate rental housing. Madhouse has industry foresight and knowledge of the market and is dedicated to providing a superior product that will remain sustainable for future generations.

Madhouse prides itself on being a leader in green building and creating sustainable communities. Madhouse creates these exceptionally designed communities to be environmentally, physically, economically, and socially sustainable. From project inception, Madhouse looks for innovative ways to create progressive communities with a socially conscious design. The use of green building technologies in Madhouse's designs allows the communities to use energy, water, and other natural resources more efficiently and reduce the overall impact to the environment. We aspire to create holistic communities with a wide variety of social, health and environmental benefits.

Madhouse is family owned and a certified Historically Underutilized Business. We have developed 21 affordable apartment communities along the border including two family properties in Edinburg, Avanti East at 1215 E. Owassa Road and Avanti West at 4701 S. McColl.

PROJECT SUMMARY

Project Address: 1710 E. Richardson Rd

City: Edinburg State: TX

Zip Code: 78542 County: Hidalgo

Full–Time Employees Jobs Created: 161

Full–Time Employees Jobs Retained: 44

Is the project located in Enterprise Zone? ☐ Yes or ☑ No

Project Description

Please provide a concise description of the project. The description should include the primary purpose of project; assistance being requested of the City, and provide completion date for project. Supplemental information (renderings, photos, etc.) may be submitted as a separate attachment.

The Magnolia site is approximately 4.17 acres and when completed will be comprised of approximately 113 apartment homes. The community will consist of one-bedroom/one-bathroom units which range from 618 sq. ft. to 650 sq. ft. The proposed rents will range from $332 to $738 per month for a one-bedroom unit. In fact, 12 apartment homes will serve families earning at or below 30% of AMI and 23 apartment homes will serve families earning at or below 50% of AMI.

There is a proposed integrated single-story clubhouse/leasing facility on the first floor. The clubhouse includes a media room with audio-visual equipment, an executive business center containing free-to-use computers with internet access, and a workroom connected to private offices. Other common amenities include a state-of-the-art fitness center, barbecue grills with picnic tables, community laundry rooms, and well landscaped congregation areas.

Every apartment home will exceed the industry standard and incorporate Energy-Star rated appliances including a frost-free refrigerator with icemaker, self-cleaning oven, microwave, dishwasher, and garbage disposal. All apartment homes have faux-wood vinyl plank flooring, modern countertops, full-size washer and dryer connections, walk-in closets with built-in shelving, and energy-efficient ceiling fans in the living and bedroom areas. The living room and each bedroom will also include cable, phone, and internet connections.

The tenants will be provided with a utility allowance to assist in utility expenses but will be responsible for paying their own electricity; however, the use of energy efficient appliances and an emphasis on sustainable construction will greatly reduce their out-of-pocket expenses.

We are requesting a Resolution of Support and a Commitment of Development Funding for $500. Both of these items allow our application to maximize its score under TDHCA's criteria.

Anticipated Project Schedule:
- TDHCA BOARD CONSIDERATION: JULY 28, 2024
- PROJECT DESIGN COMPLETION: NOVEMBER 2024
- FINANCING CLOSING: MARCH 2025
- CONSTRUCTION START: MARCH 2025
- CONSTRUCTION COMPLETION: JUNE 2026
- PROJECT COMPLETION: JULY 2026

PROJECT COST BREAKDOWN

Land: $ 1.3MM

Infrastructure: $ 2.1MM

Building: $ 10.6MM

Machinery: $ Included in Building

Equipment: $ Included in Building

Other: $ 6.3MM (Legal, architectural, engineering cost, etc.)

Project Total Investment: **$** 22.3MM

Sources of Equity: $ 17MM Other: $ 790K Deferred fee

Note: Please specify other costs and sources of equity below. Examples of other costs may be company assets, traditional financing, grants, contributions, and in-kind contributions. Supplemental information may be submitted as a separate attachment.

Equity is provided through the syndication of the tax credits. A very detailed budget is attached to this proposal.

Additional Information Required

✔	A formal letter stating your request(s) from the City. Examples include resolutions, financial participation, timeline (if applicable, provide the terms and conditions summary sheet), etc.
✔	A map of the site/current zoning - Include legal description and address

Magnolia Apartments
9% Housing Tax Credit

1710 E. Richardson Rd., Edinburg, TX

113 Multi-Family Units

PROJECT BUDGET

Prepared for the Partnership By:

Madhouse Development

Project Developer

Austin, Texas

January 26, 2024

TABLE OF CONTENTS

PROJECT BUDGET EXHIBITS

Project Summary

Summary Sources and Uses

Rent Schedule

Operating Expenses

Operating Expense Analysis

Project Cost Schedule

15 Year Rental Proforma

Magnolia Apartments

PROGRAM & OWNER DATA		PROJECT & SITE DATA		BUILDING DATA		
Project Name	Magnolia Apartments	Type of Project (Family or Seniors)	Elderly	Total Net Rentable Square Footage		69,834
Location	1710 E. Richardson Rd., Edinburg, TX	Census Tract	48215023602	Accessory Structure Sq. Ft.		-
Description	9% Housing Tax Credit	Site Acreage	4.17	Low Inc. Rentable & Access. Sq. Ft.		69,834
Finance Structure	9% HTC & Conventional Loan	Density (units/acre)	27.10	Patio, Balconies & Utility Sq. Ft.	10%	6,983
Program Year	2024	Allowable Density per Zoning	40	Total Rentable Sq. Ft. & Patio etc.		76,817
Partnership Name	Avanti Legacy Magnolia, LP	Maximum Units per Zoning	166	Commercial Spaces (Sq. Ft.)		-
GP Name	Avanti Legacy Magnolia GP, LLC	County / MSA	Hidalgo	Total Overall Square Footage		76,817
Issuer	Avanti Legacy Magnolia Development, LLC	Area Median Income (AMI)	$ 42,005			
GP Owner	Madhouse Development, Inc.	High Cost Area? 100% or 130%	130%	Number of Elevators/Cost	1	$100,000

TIMING		CREDIT DELIVERY SCHEDULE		LEASE-UP INFORMATION	
Predevelopment Start Date	1/3/24	2026	$619,469	# of Occupancies upon initial C/O (Pre-leases)	24
Closing Date	3/31/25	2027	$2,000,000	# of Occupancies per month	12
First Unit Occupied	5/25/26	2028	$2,000,000	# of Months for Lease-Up	9
Last Unit Occupied	3/3/27				
Permanent Loan Closing Date	7/1/27				

ACQUISITION COST INFORMATION		DEVELOPMENT COST INFORMATION		DEBT AND EQUITY RATIOS	
Site Acquisition Cost Per Unit	$11,504	Total Development Costs Per Unit	$196,807	Debt	20.01%
Site Acquisition Cost Per Acre	$311,751	Total Construction Costs Per Unit	$123,060	Soft Funds/Sponsor	3.55%
Site Acquisition Cost Per Square Foot	$7.16	Total Soft Costs Per Unit	$18,558	Equity	76.43%

UNIT MIX & RENTS

TTL # of Units	113	AMI %	#	%	Type	#	%	Net Rentable Sq. Ft. Area	Avg. Unit Size
# Low Income Units	113	30%	12	10.6%	Studio	0	0.0%	-	0
% Low Income Units	100%	40%	0	0.0%	1 Bdr	113	100.0%	69,834	618
# Market Rate Units	0	50%	23	20.4%	2 Bdr	0	0.0%	-	0
% Market Rate Units	0%	60%	78	69.0%	3 Bdr	0	0.0%	-	0
% Units 3BR or >	0%	Market	0	0.0%	4 Bdr	0	0.0%	-	0
					TOTAL	113	100.0%	69,834	618

TAX EXEMPT BOND TEST (50% Test)

Eligible Basis	$25,303,179
Land Cost *(Owned or to be Acquired)*	$1,300,000
Total	
Tax Exempt Bond Request	$0
As a Percentage	0.00%

DEBT FACTORS		EQUITY FACTORS			GROWTH & RESIDUAL ASSUMPTIONS		
Bridge Loan % during Construction	0.00%	Current Tax Credit Percentage		9.00%	Begin Growth At Stabilization		Yes
Closing tax credit equity %	15.00%	State Tax Credit Percentage 30% or 0%	No	0%	Inflation Factor - Income:	(avg)	2.00%
Construction Loan Amount	$ 17,346,000	Tax Credit Pricing		$ 0.85	Inflation Factor - Expenses:	(avg)	3.00%
Term in Months	18	High Cost Area? 100% or 130%	Yes	130%	Vacancy Rate:		7.00%
Construction Interest Rate	7.15%	Applicable Fraction		100.00%	Exit Cap Rate:		6.50%
Floating	Yes	Limited Partnership % Interests		99.99%	Cost of Sales:		0.75%
Floor	Yes	Total Eligible Basis		$ 25,303,179	Equity Pay Down		Yes
Permanent Loan Amount	$4,450,000	1st Tax Credit Payment %		15.00%	Pref. Compound		Yes
Term in Years	18	2nd Tax Credit Payment %		65.00%	Less Anticipated Increases In Taxes		Yes
Permanent Interest Rate	6.25%	3rd Tax Credit Payment %		18.00%	Tax Rate (Dep. Recapture)		25.00%
Debt Coverage Ratio	1.15	4th Tax Credit Payment %		0.00%			
Debt Yield (Stabilized Year 1)	7.88%	Final Tax Credit Payment %		2.00%			

NET SALES PROCEEDS	
Net Operating Income Year 15:	$360,568
Exit Cap Rate:	6.50%
Value @ Exit Cap Rate:	$5,547,194
Cost of Sales:	$41,604
Net Proceeds from Sale:	$5,505,590
Cost Basis	$22,239,167
Accumulated Depreciation	$13,801,734
Book Value	$8,437,433
Taxable Gain	-$2,931,844
Recapture Taxes at 25%	-$732,961
Repayment Loan Balance Year 15:	$3,764,193
Surplus from Sale:	$2,474,358
Total to General Partner @ 90%:	$2,226,922
Total to Limited Partner @ 10%:	$247,436

Partnership Cash Flow Distribution (see CF Waterfall in LPA)	
Sponsor Developer	90.00%
Investor	10.00%
Soft Funds	0.00%
Total	100.00%

TAX MILEAGE RATE INFORMATION		
Entity Code	Entity Name	MIL Rate
0	City of Edinburg	64.00000%
0	Drainage District #1	11.79000%
0	Hidalgo County	57.50000%
0	South Texas College	16.15000%
0	Edinburg ISD	106.04000%
0	South Texas School	4.92000%
0	0	0.00000%
0	0	0.00000%
0	0	0.00000%
		260.400000%

DEVELOPER FEE INSTALLMENTS	
1st Installment - Closing of Construction & Equity Financing	30.00%
2nd Installment - Construction Completion	30.00%
3rd Installment - Stabilization / Perm Loan Conversion	38.00%
4th Installment - 8609's	2.00%
5th Installment - (Describe)	0.00%
Total	100.00%

SITE LOCATION MAP



SOURCES AND USES

SOURCE OF FUNDS

#	SOURCE	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	PRIORITY OF LIEN	FINANCING PARTICIPANTS
1	Conventional Loan	$ 17,346,000	$ 4,450,000	1	Conventional Loan
2	Conventional Loan/FHA	$ -	$ -		
3	Bridge Loan	$ -	$ -		
4	HOME Funds	$ 500	$ 500		
5	Tax Exempt Bonds	$ -	$ -		
6	Housing Trust Fund				
7	CDBG Funds - Local				
8	CDBG Funds - Federal				
9	Mortgage Revenue Bonds				
10	LIHTC Syndication Proceeds	$ 2,549,745	$ 16,998,300		Equity @ $0.85
11	Historic TC Syndication Proceeds				
12	USDA/ TXRD Loan(s)				
13	AHP Grant				
14	Soft Funds	$ -	$ -		
15	Interest Income				
16	Private Loan or Grant	$ -	$ -		
17	Cash Equity				
18	Deferred Developer Fee	$ -	$ 790,367	2	Avanti Legacy Magnolia Development, LLC
19	**EXCESS/(SHORTFALL)**	$ 122			
TOTAL SOURCES OF FUNDS		**$ 19,896,245**	**$ 22,239,167**		

USES OF FUNDS

#	DESCRIPTION	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	PRIORITY OF LIEN	FINANCING PARTICIPANTS
1	Land Acquisition	$ 1,300,000	$ 1,300,000		
2	Existing Building Acquisition	$ -	$ -		
3	Off-Site Construction Cost	$ -	$ -		
4	Sitework Construction Cost	$ 2,147,000	$ 2,147,000		
5	Hard Construction or Rehab Cost	$ 9,253,005	$ 9,253,005		
6	Contractor's General Requirements	$ 684,000	$ 684,000		
7	Contractor's Overhead	$ 228,000	$ 228,000		
8	Contractor's Profit	$ 684,000	$ 684,000		
9	Construction Contingency	$ 909,720	$ 909,720		
10	Indirect Construction Costs	$ 1,950,280	$ 2,097,075		
11	Developer's / Other Fees	$ 763,200	$ 2,544,000		
12	Interim Financing Cost	$ 1,571,837	$ 1,571,837		
13	Permanent Financing Cost	$ 121,000	$ 121,000		
14	Other Financing Costs	$ 284,080	$ 284,080		
15	Guarantee Fee	$ -	$ -		
16	Reserves	$ -	$ 415,449		
17	Special Reserve Account	$ -	$ -		
TOTAL USES OF FUNDS		**$ 19,896,123**	**$ 22,239,167**		

STABILIZED PRO FORMA

	Amount	Per Unit	Per Sq. Ft.	% EGI
POTENTIAL GROSS INCOME	**$944,328**			
Vacancy & Collection Loss	-$66,103	7.0% PGI		
Rental Concessions	$0	0.0% PGI		
EFFECTIVE GROSS INCOME	**$878,225**			
General & Administrative	$37,100	$328	$0.53	4.22%
Management	$43,675	$387	$0.63	4.97%
Payroll & Payroll Tax	$99,060	$877	$1.42	11.28%
Repairs & Maintenance	$61,962	$548	$0.89	7.06%
Electric/Gas	$14,841	$131	$0.21	1.69%
Water, Sewer, & Trash	$41,836	$370	$0.60	4.76%
Property Insurance	$90,400	$800	$1.29	10.29%
Property Tax Cap Rate: 10%	$90,312	$799	$1.29	10.28%
Reserve for Replacements	$28,250	$250	$0.40	3.22%
Supportive Services	$15,770	$140	$0.23	1.80%
TDHCA Compliance fees	$4,520	$40	$0.06	0.51%
Security	$0	$0	$0.00	0.00%
Other: (Describe)	$0.00	$0	$0.00	0.00%
Other: (Describe)	$0.00	$0	$0.00	0.00%
TOTAL EXPENSES	**$527,725**	**$4,670**	**$7.56**	**60.09%**
NET OPERATING INCOME ("NOI")	**350,500**	**$3,102**	**$3,102**	**39.91%**

CONTROLLABLE EXPENSES		$2,255/Unit	

SUMMARY SOURCES AND USES OF FUNDS

SOURCE OF FUNDS

#	SOURCE	PRIORITY OF LIEN	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	FINANCING PARTICIPANTS
1	Conventional Loan	1	$17,346,000	$ 4,450,000	Conventional Loan
2	Conventional Loan/FHA		$ -	$ -	
3	Bridge Loan		$ -	$ -	
4	HOME Funds		$ 500	$ 500	
5	Tax Exempt Bonds				
6	Housing Trust Fund				
7	CDBG Funds - Local				
8	CDBG Funds - Federal				
9	Mortgage Revenue Bonds				
10	LIHTC Syndication Proceeds		$2,549,745	$16,998,300	Equity @ $0.85
11	Historic TC Syndication Proceeds				
12	USDA/ TXRD Loan(s)				
13	AHP Grant				
14	Soft Funds		$ -	$ -	
15	Interest Income				
16	Private Loan or Grant		$ -	$ -	
17	Cash Equity				
18	Deferred Developer Fee		$ -	$ 790,367	Avanti Legacy Magnolia Development, LLC
19	**EXCESS/(SHORTFALL)**		$ 122		
TOTAL SOURCES OF FUNDS			**19,896,245**	**22,239,167**	

USES OF FUNDS

#	DESCRIPTION	CONSTRUCTION OR REHAB STAGE	PERMANENT LOAN STAGE	EXCLUSIVE USE FINANCING PARTICIPANTS
1	Land Acquisition	$ 1,300,000	$ 1,300,000	
2	Existing Building Acquisition	$ -	$ -	
3	Off-Site Construction Cost	$ -	$ -	
4	Sitework Construction Cost	$ 2,147,000	$ 2,147,000	
5	Hard Construction or Rehabilitation Cost	$ 9,253,005	$ 9,253,005	
6	Contractor's General Requirements	$ 684,000	$ 684,000	
7	Contractor's Overhead	$ 228,000	$ 228,000	
8	Contractor's Profit	$ 684,000	$ 684,000	
9	Construction Contingency	$ 909,720	$ 909,720	
10	Indirect Construction Costs	$ 1,950,280	$ 2,097,075	
11	Developer's / Other Fees	$ 763,200	$ 2,544,000	
12	Interim Financing Cost	$ 1,571,837	$ 1,571,837	
13	Permanent Financing Cost	$ 121,000	$ 121,000	
14	Other Financing Costs	$ 284,080	$ 284,080	
15	Guarantee Fee	$ -	$ -	
16	Reserves	$ -	$ 415,449	
17	Special Reserve Account	$ -	$ -	
TOTAL USES OF FUNDS		**19,896,123**	**22,239,167**	

RENT SCHEDULE

Type of Unit	Income Level Served	# of Units (A)	# of Bedrooms (B)	# of Baths	Unit Size (Net Rentable Sq. Ft.) (C)	Total Net Rentable Sq. Ft. (A) x (C)	Max HTC Rent (D)	Tenant Paid Utility Allow. (E)	Tenant Paid Rent (D) - (E) = (F)	Rent Per Square Foot (F) / (C)	Total Monthly Rent (A)x(B)x(F)
TC 30%	30%	12	1	1	618	7,416	405	74	331	0.54	3,972
TC 50%	50%	23	1	1	618	14,214	676	74	602	0.97	13,846
TC 60%	60%	78	1	1	618	48,204	811	74	737	1.19	57,486
TC 60%	60%	0	1	1	650	0	811	0	811	1.25	-
TC 20%	20%	0	2	2	850	0	324	0	324	0.38	-
TC 30%	30%	0	2	2	850	0	486	0	486	0.57	-
TC 40%	40%	0	2	2	850	0	649	0	649	0.76	-
TC 50%	50%	0	2	2	850	0	811	0	811	0.95	-
TC 60%	60%	0	2	2	850	0	973	0	973	1.14	-
TC 60%	60%	0	2	2	900	0	973	0	973	1.08	-
Rent Restricted Total		113				69,834					75,304
Market Rate		0	1	1	618	0			946.00	1.53	-
Market Rate		0	2	2	850	0			0	0.00	-
Market Rate Total		0				0					-
Employee/Owner Occupied[1]						0					-
Total Units		113				69,834					75,304
+ Non Rental Income Source #1			30	per unit/month for:		***App Fees, Deposit Forfeitures, Misc.***					3,390
+ Non Rental Income Source #2			0	per carport/month for:							-
+ Non Rental Income Source #3			0	per unit/month for:		***Carport, Cable, Laundry, Vending & Pet Fees***					-
= POTENTIAL GROSS MONTHLY INCOME											78,694
- Provision for Vacancy & Collection Loss						% of Potential Gross Income:	7.50%				5,902
- Rental Concessions						% of Potential Gross Income:	0.00%				-
= EFFECTIVE GROSS MONTHLY INCOME											72,792
x 12 = EFFECTIVE GROSS ANNUAL INCOME											**873,503**

UNIT DISTRIBUTION

# Beds	# Units	% Total
0	-	0.0%
1	113	100.0%
2	-	0.0%
3	-	0.0%
4	-	0.0%
TOTAL	**113**	**100.0%**

Income	# Units	% Total	% Affordable	Income Average %
20%	-	0.0%	0.00%	0.00%
30%	12	10.6%	10.62%	3.19%
40%	-	0.0%	0.00%	0.00%
50%	23	20.4%	20.35%	10.18%
60%	78	69.0%	69.03%	41.42%
70%	-	0.0%	0.00%	0.00%
80%	-	0.0%	0.00%	0.00%
MR	-	0.0%		
TOTAL	**113**	**100.0%**	**100.00%**	**54.78%**

Applicable Fraction

Per Sq Ft			Per Unit		
Income	# Units	% Total	Income	# Units	% Total
20%	0	0.00%	20%	0	0.00%
30%	7,416	10.62%	30%	12	10.62%
40%	0	0.00%	40%	0	0.00%
50%	14,214	20.35%	50%	23	20.35%
60%	48,204	69.03%	60%	78	69.03%
70%	0	0.00%	70%	0	0.00%
80%	0	0.00%	80%	0	0.00%
Market Rate	0	0.00%	Market Rate	0	0.00%
100.00%			**100.00%**		

RENT LIMITS - HOUSING TAX CREDIT PROGRAM

AMFI %	Number of Bedrooms						
	0	1	2	3	4	5	
20	$252	$270	$324	$375	$418	$461	
30	$378	$405	$486	$562	$627	$692	
40	$505	$541	$649	$750	$837	$923	
50	$631	$676	$811	$937	$1,046	$1,154	
60	$757	$811	$973	$1,125	$1,255	$1,385	
65							
70	$883	$946	$1,135	$1,312	$1,464	$1,616	
80	$1,010	$1,082	$1,298	$1,500	$1,674	$1,847	

RENT LIMITS - HOME/TCAP/CDBG/HTF/NSP PROGRAMS

AMFI %	Number of Bedrooms						
	0	1	2	3	4	5	
20							
30	$358	$384	$461	$531	$593	$655	
40	$477	$511	$613	$708	$790	$872	
Low-HOME	$533	$571	$686	$791	$883	$975	
High-HOME	$586	$590	$753	$989	$1,091	$1,186	
65							
70							
80							

Utility Allowance

Utility	Pays	0BR	1BR	2BR		3BR	4BR
Heating	T		12.12	13.19			
Cooking	T		5.62	8.13			
ther Electric	T		21.22	29.52			
onditioning	T		21.88	30.33			
ater Heater	T		12.28	15.67			
Water	LL		0	0			
Sewer	LL		0	0			
Trash	LL		0	0			
flat fee	T		0	0			
other	T		0	0			
Totals		$ -	$ 74	$ 97		$ -	$ -

ANNUAL OPERATING EXPENSES

					# of Units: 113
					Exp Per Unit
General & Administrative Expenses					
Accounting			$ 11,000		
Advertising			$ 3,400		
Legal fees			$ 1,550		
Leased equipment			$		
Postage & office supplies			$ 5,950		
Telephone			$ 11,000		
Other office expenses			$ 3,650		
Miscellaneous	Describe: Dues & Subscriptions		$ 550		
Total General & Administrative Expenses:				$ 37,100	$328 Based c
Management Fees:	Percent of Effective Gross Income:	5.00%		$ 43,675	$387
Payroll, Payroll Tax & Employee Benefits					
Management			$ 42,000		
Maintenance			$ 36,000		
Other	Describe: Payroll Taxes		$ 21,060		
Total Payroll, Payroll Tax & Employee Benefits:				$ 99,060	$877
Repairs & Maintenance					
Elevator			$ 9,000		R&M ba
Exterminating			$ 2,100		
Grounds			$ 21,000		
Make-ready			$ 11,443		
Repairs			$ 18,419		
Pool			$		
Miscellaneous	Describe:		$		
Other	Describe:		$		
Total Repairs & Maintenance:				$ 61,962	$548
Utilities (Enter project owner expense)					
Electric			$ 14,841		$131
Natural gas			$ -		$0
Garbage/trash			$ 8,382		$74
Water & sewer			$ 33,454		$296
Cable TV			$		
Other, Describe:			$		
Total Utilities:				$ 56,676	$502
Annual Property Insurance:	**$1.29** Rate per net rentable square foot: $			$ 90,400	$800
Property Taxes:					
Assessed Value:	**$3,468,187**	**NOI Capped at:**	**9.97%**	$	
Tax Rate per $100 of Assessment:		**2.60400%**		$	
Annual Property Taxes:		90,312		$ 90,312	
Payments in Lieu of Taxes:				$	
Other Taxes:	Describe:			$	
Total Property Taxes:				$ 90,312	$799
Reserve for Replacements:	**$250** **/unit**	Reserves per unit per month:	$ 20.83	$ 28,250	$250
Other Expenses:	Describe:				
Supportive service contract fees			$ 15,770		$140
Compliance fees			$ 4,520		$40
Security			$		
Franchise Tax	**0.75%** **Tax Rate**		$ -		
Miscellaneous			$		
Total Other Expenses				$ 20,290	$180
TOTAL ANNUAL EXPENSES		Expense per unit:	$ 4,670	$ 527,725	$4,670
NET OPERATING INCOME (before debt service)				$ 345,778	
ANNUAL DEBT SERVICE		Debt Coverage Ratio:	1.14	$ 303,173	
NET CASH FLOW				$ 42,605	

PROJECT COST SCHEDULE

	TOTAL PROJECT SUMMARY		
	Total Development Cost	Eligible Basis	
		Acquisition	New/Rehab.
ACQUISITION			
Site acquisition cost	1,300,000		
Existing building acquisition cost		0	
Closing costs & acquisition legal fees	0		
Other[2]: (specify)	0		
Subtotal Acquisition Cost	$1,300,000	$0	$0
OFF-SITES[3]			
Off-site concrete			
Storm drains & devices			
Water & fire hydrants			
Off-site utilities			
Sewer lateral(s)			
Off-site paving			
Off-site electrical			
Other[2]: (specify)			
Subtotal Off-Sites Cost	$0	$0	$0
SITE WORK[4]			
Demolition	0		
Asbestos & Lead Abatement (Demolition Only)	0		
Detention	68,704		65,269
Rough grading	196,665		186,832
Fine grading	119,159		113,201
On-site concrete	94,039		94,039
On-site electrical	188,936		188,936
On-site paving	386,460		386,460
On-site utilities	327,847		327,847
Decorative masonry	32,205		32,205
Bumper stops, striping & signs	36,284		36,284
Other - (Specify)	0		0
Subtotal Site Work Cost	$1,450,299	$0	$1,431,072
SITE AMENITIES			
Landscaping	279,110		265,155
Pool and decking	0		0
Athletic court(s) and/or playground(s)/ Garde	95,542		95,542
Fencing	236,170		236,170
Other[2]: Monument Sign, Entry Gates & Gazebos	85,880		85,880
Subtotal Site Amenities Cost	$696,702	$0	$682,746
Subtotal Site Work Costs	$2,147,000	$0	$2,113,818
DIRECT CONSTRUCTION COSTS*:			
HARD COSTS			
Concrete	1,110,361		1,110,361
Light weight concrete	106,410		106,410
Masonry	310,901		310,901
Metals	57,369		57,369
Carpentry	1,943,131		1,943,131
Waterproofing	25,908		25,908
Insulation	148,973		148,973
Roofing	224,848		224,848
Sheet metal	15,730		15,730
Electrical	740,240		740,240
Plumbing	845,725		845,725
HVAC	527,421		527,421
Doors	210,969		210,969
Windows	161,002		161,002
Glass	20,357		20,357
Lath & plaster	90,679		90,679
Drywall	647,710		647,710
Tile work	60,145		60,145
Acoustical	166,554		166,554

Resilient or other flooring	259,084		259,084
Carpeting	138,795		138,795
Painting & decorating	277,590		277,590
Specialties	102,708		102,708
Cabinets	320,154		320,154
Appliances	323,855		323,855
Fireplaces	0		0
Carports or garages or storage spaces	0		0
Accessory buildings	185,060		185,060
Elevator	138,795		138,795
Lead-Based Paint Abatement	0		0
Asbestos Abatement	0		0
Structured Parking	0		0
Commercial Space Costs	0		0
Other[2]: (specify) Cameras / Project Signage	92,530		92,530
Subtotal Hard Costs	$9,253,005	$0	$9,253,005
TOTAL HARD COSTS	$11,400,005	$0	$11,366,823
OTHER CONSTRUCTION COSTS			
General requirements (<6%)	684,000		682,009
Contractor overhead (<2%)	228,000		227,336
Contractor profit (<6%)	684,000		682,009
Other[2]: (specify)	0		0
Subtotal Direct Const. Costs	$1,596,001	$0	$1,591,355
TOTAL HARD COST CONTINGENCY	$909,720		$907,072
TOTAL DIRECT HARD COSTS	**$13,905,726**	**$0**	**$13,865,251**
INDIRECT CONSTRUCTION COSTS[4]			
Architectural - Design fees	175,000		175,000
Architectural - Supervision fees	60,000		60,000
Engineering fees	252,000		252,000
Property Condition Assessment	0		0
Real estate attorney/other legal fees	135,000		135,000
Accounting fees	40,000		40,000
Impact Fees	215,000		215,000
Building permits & related costs	65,000		65,000
Appraisal	0		0
Market analysis	8,000		8,000
Environmental assessment	7,500		7,500
Soils report	16,000		16,000
Survey	35,000		35,000
Marketing	25,000		
Lease-Up Operating Budget	136,264		
Course of construction insurance	146,050		146,050
Hazard & liability insurance	90,400		90,400
Real property taxes	0		0
Personal property taxes	60,000		60,000
Relocation Fee (Rehab only)	0		0
Soft Cost Contingency	$99,861		99,861
Other[2]: Plan Printing	15,000		15,000
Other[3]: F.F.& E.	425,000		425,000
Other[4]: Consulting Fees	50,000		0
Other[5]: Admin, Telecom & Supportive Services Fee	41,000		41,000
Subtotal Indirect Const. Cost	$2,097,075	$0	$1,885,811
DEVELOPER FEES[4]			
General & administrative	1,017,600		1015200
Profit or fee	1,526,400		1,522,800
Subtotal Developer's Fees	$2,544,000	$0	$2,538,000
FINANCING:			
CONSTRUCTION LOAN(S)[4]			
FINANCING:			
CONSTRUCTION LOAN(S)			
Interest	1,116,381		661,718
Loan origination fees	173,460		138,768
Title & recording fees	116,196		116,196

Closing costs & legal fees	50,000		32,500
Inspection fees	30,800		30,800
HUD / FHA Exam / Application Fee	0		
HUD / FHA Mortgage Insurance Premium	0		
HUD / FHA Inspection Fee	0		
Lender & Equity Attorney	85,000		0
PERMANENT LOAN			
Bond Counsel	0		
Perm Loan origination fees	44,500		
Trustee Fee	0		
Trustee Counsel	0		
Issuer Fees	0		
Discount points	0		
Credit enhancement fees	0		
Freddie Mac Application Fee	0		
Freddie Mac Forward Commitment Deposit	0		
Fannie Mae Application Fee	0		
Fannie Mae Forward Commitment Deposit	0		
Prepaid MIP	0		
Other[2]: (specify) Third Party Reports	41,500		
Other[2]: Closing Costs & Title Fees	35,000		
BRIDGE LOAN(S)			
Interest			
Loan origination fees			
Title & recording fees			
Closing costs & legal fees			
Other[2]: Add'l Mortgage Origination Fee(s)	0		
Other[2]: (specify)			
OTHER FINANCING COSTS			
Tax credit fees	89,140		
Payment bonds			
Performance bonds	194,940		194,940
Working Capital Requirement (LOC Fee)	0		
Initial Operating Deficit Requirement (LOC Fe	0		
Guarantee Fee			
Syndication organizational cost			
Tax opinion			
Subtotal Financing Cost	1,976,917	0	1,174,922
RESERVES			
Rent-up			
Operating	415,449		
Special Reserve Account			
Other Reserve Account			
Subtotal Reserves	$415,449	$0	$0
TOTAL DEVELOPMENT COSTS	22,239,167	0	19,463,984
- Commercial Space Costs			
TOTAL RESIDENTIAL COSTS	$22,239,167		
Deduct From Basis:			
Fed. grant proceeds used to finance costs in eligible basis			
Fed. B.M.R. loans used to finance costs in eligible basis			
Non-qualified non-recourse financing			
Non-qualified portion of higher quality units (42.(d)(5))			
Historic Credits (residential portion only)			
Total Eligible Basis		$0	$19,463,984
High Cost Area Adjustment (100% or 130%)			130.00%
Total Adjusted Basis		$0	$25,303,179
Applicable Fraction[8]		100%	100.00%
Total Qualified Basis	$25,303,179	$0	$25,303,179
Applicable Percentage[9]		4.00%	9.00%
Owner's Req Credits / State's Award	$2,277,286	$0	$2,277,286
Max 9% Leveraging Award Amount			$2,001,525
Actual Credits / State's Award			$2,000,000

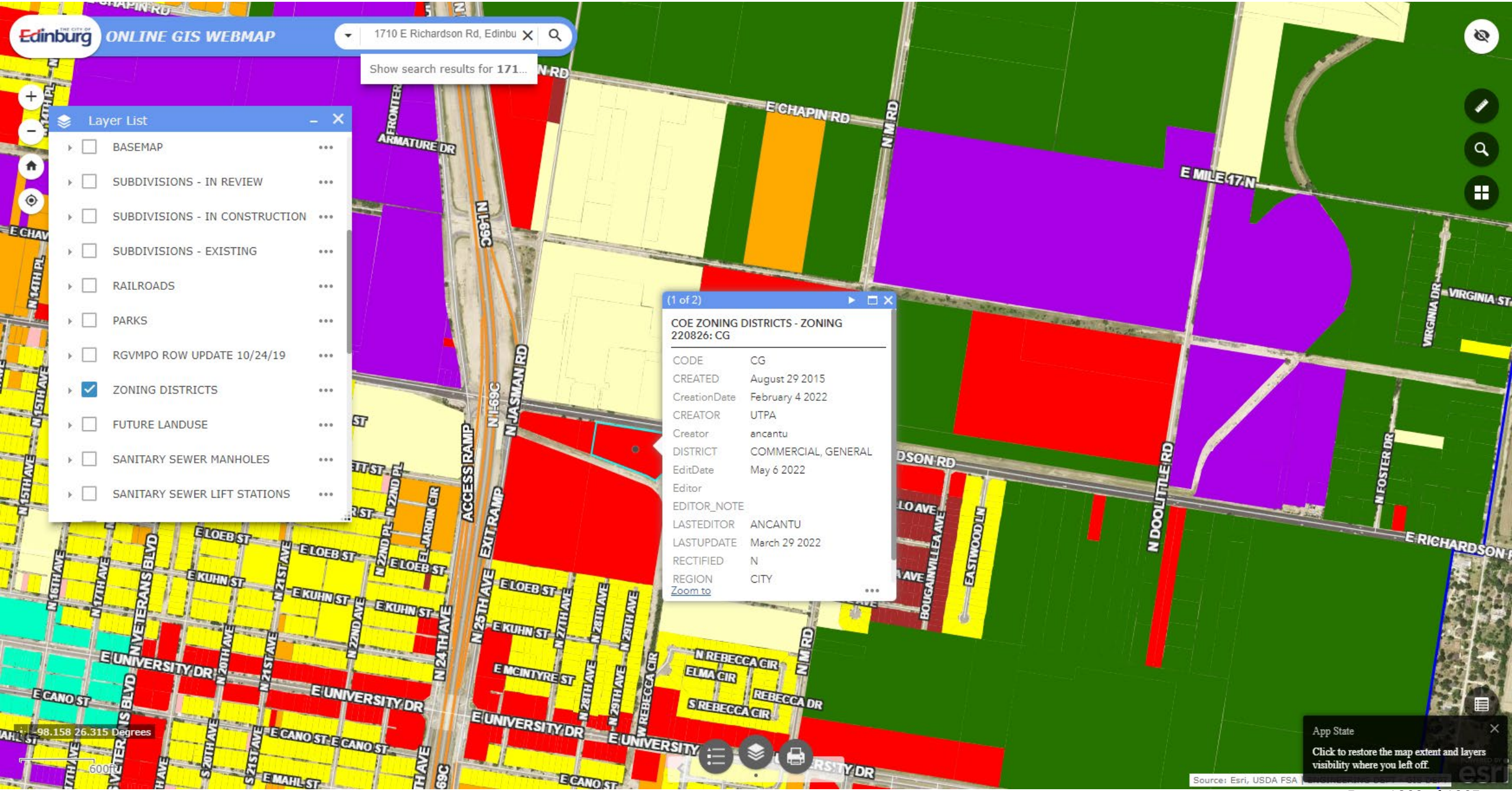
RENTAL HOUSING OPERATING PROFORMA

15 YEAR OPERATING PROFORMA

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	$903,648	$921,721	$940,155	$958,958	$978,138	$997,700	$1,017,654	$1,038,008	$1,058,768	$1,079,943	$1,101,542	$1,123,573	$1,146,044	$1,168,965	$1,192,344
Secondary Income	40,680	41,494	42,323	43,170	44,033	44,914	45,812	46,729	47,663	48,616	49,589	50,580	51,592	52,624	53,676
POTENTIAL GROSS ANNUAL INCOME	$944,328	$963,215	$982,479	$1,002,128	$1,022,171	$1,042,614	$1,063,467	$1,084,736	$1,106,431	$1,128,559	$1,151,131	$1,174,153	$1,197,636	$1,221,589	$1,246,021
Provision for Vacancy & Collection Loss (7.5%)	(66,103)	(67,425)	(68,774)	(70,149)	(71,552)	(72,983)	(74,443)	(75,932)	(77,450)	(78,999)	(80,579)	(82,191)	(83,835)	(85,511)	(87,221)
Rental Concessions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS ANNUAL INCOME	$878,225	$895,790	$913,705	$931,979	$950,619	$969,631	$989,024	$1,008,805	$1,028,981	$1,049,560	$1,070,551	$1,091,962	$1,113,802	$1,136,078	$1,158,799
EXPENSES															
General & Administrative Expenses	$37,100	$38,213	$39,359	$40,540	$41,756	$43,009	$44,299	$45,628	$46,997	$48,407	$49,859	$51,355	$52,896	$54,483	$56,117
Management Fee	43,675	44,985	46,335	47,725	49,157	50,631	52,150	53,715	55,326	56,986	58,696	60,457	62,270	64,138	66,063
Payroll, Payroll Tax & Employee Benefits	99,060	102,032	105,093	108,246	111,493	114,838	118,283	121,831	125,486	129,251	133,128	137,122	141,236	145,473	149,837
Repairs & Maintenance	61,962	63,821	65,735	67,708	69,739	71,831	73,986	76,205	78,492	80,846	83,272	85,770	88,343	90,993	93,723
Electric & Gas Utilities	14,841	15,286	15,744	16,217	16,703	17,204	17,721	18,252	18,800	19,364	19,945	20,543	21,159	21,794	22,448
Water, Sewer & Trash Utilities	41,836	43,091	44,383	45,715	47,086	48,499	49,954	51,452	52,996	54,586	56,223	57,910	59,647	61,437	63,280
Annual Property Insurance Premiums	90,400	93,112	95,905	98,783	101,746	104,798	107,942	111,181	114,516	117,951	121,490	125,135	128,889	132,755	136,738
Property Tax	90,312	93,021	95,812	98,686	101,646	104,696	107,837	111,072	114,404	117,836	121,371	125,012	128,763	132,626	136,604
Reserve for Replacements	28,250	29,098	29,970	30,870	31,796	32,749	33,732	34,744	35,786	36,860	37,966	39,105	40,278	41,486	42,731
Supportive Services	15,770	16,243	16,731	17,233	17,750	18,282	18,831	19,395	19,977	20,577	21,194	21,830	22,485	23,159	23,854
Compliance Fees	4,520	4,656	4,795	4,939	5,087	5,240	5,397	5,559	5,726	5,898	6,075	6,257	6,444	6,638	6,837
Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ANNUAL EXPENSES	$527,725	$543,557	$559,864	$576,660	$593,959	$611,778	$630,131	$649,035	$668,506	$688,562	$709,219	$730,495	$752,410	$774,982	$798,232
NET OPERATING INCOME	$350,500	$352,233	$353,842	$355,320	$356,660	$357,853	$358,893	$359,769	$360,474	$360,999	$361,333	$361,467	$361,392	$361,096	$360,568
DEBT SERVICING															
1st Deed of Trust Annual Ln Pmt.	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)	($303,173)
2nd Mortgage Loan Payment (3% Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Loan Payment (1% Interest)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
Other Annual Required Payment:															
NET CASH FLOW	**$46,827**	**$48,560**	**$50,169**	**$51,647**	**$52,987**	**$54,180**	**$55,220**	**$56,096**	**$56,801**	**$57,326**	**$57,660**	**$57,794**	**$57,719**	**$57,423**	**$56,895**
Debt Coverage Ratio - 1st lien	1.16	1.16	1.17	1.17	1.18	1.18	1.18	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19
Debt Coverage Ratio - All Liens	1.15	1.16	1.17	1.17	1.17	1.18	1.18	1.18	1.19	1.19	1.19	1.19	1.19	1.19	1.19

Operational Break-Even	94.67%	94.58%	94.51%	94.46%	94.43%	94.41%	94.42%	94.44%	94.48%	94.54%	94.61%	94.71%	94.82%	94.95%	95.09%
Debt Yield	7.88%	8.01%	8.10%	8.19%	8.29%	8.38%	8.48%	8.58%	8.69%	8.80%	8.91%	9.03%	9.15%	9.28%	9.41%
Asset Management Fee (per LPA)	$5,650	$5,820	$5,994	$6,174	$6,359	$6,550	$6,746	$6,949	$7,157	$7,372	$7,593	$7,821	$8,056	$8,297	$8,546
Total after Asset Management Fee	$41,177	$42,740	$44,175	$45,473	$46,628	$47,630	$48,473	$49,147	$49,644	$49,954	$50,067	$49,974	$49,663	$49,125	$48,349
Operating Deficit Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total after Operating Deficit Repayment	$41,177	$42,740	$44,175	$45,473	$46,628	$47,630	$48,473	$49,147	$49,644	$49,954	$50,067	$49,974	$49,663	$49,125	$48,349
Developer Fee Payback Verification from Cashflow	$41,177	$42,740	$44,175	$45,473	$46,628	$47,630	$48,473	$49,147	$49,644	$49,954	$50,067	$49,974	$49,663	$49,125	$48,349
Total after Developer Fee Payment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Payment to General Partner @ 90% (per LPA)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Payment to Limited Partner @ 10% (per LPA)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0


Avanti Legacy Magnolia
Site Location Map
Legend
Avanti Legacy Magnolia
Site Location Boundaries
Education Program
County of Hidalgo Public Cemetery
Hillcrest Memorial Park & Monuments, Inc
2105
Joe's Tire Shop
Greyhound: Bus Station
Elementary
Avanti Legacy Magnolia
69C
Edinburg City Limits Automotive
Driveway
N
Google Earth
1000 ft


Edinburg
ONLINE GIS WEBMAP
1710 E Richardson Rd, Edinbu
Show search results for 171...
Layer List
BASEMAP
SUBDIVISIONS - IN REVIEW
SUBDIVISIONS - IN CONSTRUCTION
SUBDIVISIONS - EXISTING
RAILROADS
PARKS
RGVMPO ROW UPDATE 10/24/19
ZONING DISTRICTS
FUTURE LANDUSE
SANITARY SEWER MANHOLES
SANITARY SEWER LIFT STATIONS
(1 of 2)
COE ZONING DISTRICTS - ZONING 220826: CG
CODE CG
CREATED August 29 2015
CreationDate February 4 2022
CREATOR UTPA
Creator ancantu
DISTRICT COMMERCIAL, GENERAL
EditDate May 6 2022
Editor
EDITOR_NOTE
LASTEDITOR ANCANTU
LASTUPDATE March 29 2022
RECTIFIED N
REGION CITY
Zoom to
E CHAPIN RD
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N JASMAN RD
ACCESS RAMP
EXIT RAMP
N DOOLITTLE RD
E RICHARDSON RD
E UNIVERSITY DR
E LOEB ST
E KUHN ST
E CANO ST
E MAHL ST
N REBECCA CIR
ELMA CIR
REBECCA DR
S REBECCA CIR
E MCINTYRE ST
N 24TH AVE
N 25TH AVE
N VETERANS BLVD
VIRGINIA DR
VIRGINIA ST
N FOSTER DR
EASTWOOD LN
-98.158 26.315 Degrees
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Source: Esri, USDA FSA







madhouse
DEVELOPMENT SERVICES

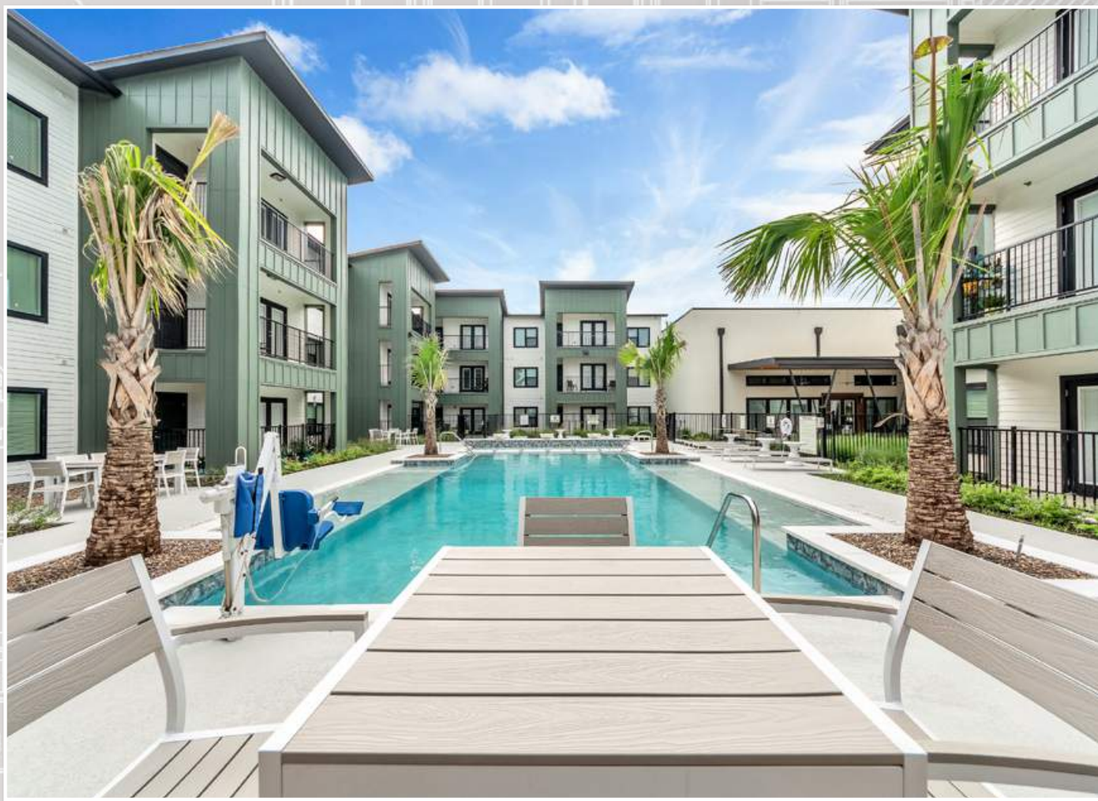
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OUR STORY



Highland Villas, located in Bryan, Texas, was completed in December 2014.

Madhouse Development Services, Inc. ("Madhouse") was established in 1999 by a group of housing and community development professionals who were segueing from local and state government to the private development sector. With over 20 years of continuous success, Madhouse is well established in the multifamily housing industry, providing expertise in the areas of finance, development, construction, and asset management of quality affordable and market-rate rental housing. Through hard work and dedication to its principles, Madhouse has earned a reputation as a developer who balances respect for value with sensitivity to environment and design. After developing thousands of apartment homes, Madhouse has refined the ability to assess proposals on the basis of sound economic principles. Our success is measured by the lasting legacy we leave in the communities we serve. We believe our long-term prosperity is rooted in the broader business of community building. Madhouse strives to find innovative, carefully-considered solutions that are the most financially, environmentally, and socially rewarding for our clients and of the greatest value to the citizens we serve. Our relationships are long-term rather than transactional and built upon the cornerstones of integrity, reliability, transparency, and performance. In 2014, 2015, 2016, 2019, and 2020, Madhouse was ranked in the list of the Top 50 Affordable Housing Developers in the country by *Affordable Housing Finance Magazine*.

DEVELOPMENT ACTIVITY

PROPERTY	HOMES	START DATE
Avanti Legacy Parkview Killeen, Texas	108	2022
Avanti Legacy Rosewood Laredo, Texas	99	2022
Avanti Legacy Violet Parc McAllen, Texas	84	2020

Madhouse has participated in the development of conventional market-rate apartment communities though its primary focus is on the financing of complex affordable housing transactions via a number of local, state, and federal funding sources. In an intensely competitive environment, the principals of Madhouse have compiled a highly successful record in receiving awards via the Housing Tax Credit Program ("HTC"). Since its inception, the principals of Madhouse have developed over 5,400 affordable housing apartment homes at a total investment exceeding $700MM. The company has chosen to concentrate its efforts in Texas, due to the large low and moderate income population base and the lack of availability of quality, affordable multifamily communities though it has also experienced success in Mississippi and Colorado.

Madhouse has also been involved in tax-exempt bond financed properties utilizing both the Private Activity Bonds and 501(c)(3) bonds in partnership with Public Housing Authorities, Community and Economic Development Corporations, and Community Housing Development Organizations. Madhouse has also sponsored development activity utilizing federal funds from the HOME Investment Partnership Program and the Community Development Block Grant Program.

The principal founder was Henry Flores who committed the first 20 years of his career to public service with 15 years of tenure in local government followed by his appointment by Governor Ann Richards as the first Executive Director of the Texas Department of Housing and Community Affairs. He continued to serve in that capacity under Governor George W. Bush and subsequently was appointed Chairman of the Federal Home Loan Bank by President Bill Clinton and then again by President George W. Bush serving both Democratic and Republican administrations at the state and federal levels.

In 2011, he was joined by his son, Henry IV, who serves as the Vice President of the privately held, family owned corporation and oversees the planning and implementation of all development activities. The strength of Madhouse is their dedicated and highly qualified staff which includes Vice President of Development Michael Tamez, Development Managers Toby Williams and Alyssa Flores, Development Associate Jonathan Estrada, Senior Asset Manager Allison Ma, Vice President of Accounting Alia Govani, Accountant Katherine Garcia, Construction Project Manager Michael Meaney, Resident Services Manager Laura Irwin, Marketing and HR Manager Dash Groody, Administrative Assistant Renee Marble, and a cadre of exceptional third party professionals.

In 2016 Madhouse underwent a transformation by implementing a branding strategy for its developments with the creation of *Avanti Communities*, the conglomerate for three distinct brands including, *Avanti*, high-quality affordable rental communities, *Avanti Legacy*, active independent senior living communities, and *Avanti*



Bella Vista Apartments, located in Alton, Texas, was completed in December 2017.

Marquis, our high-end luxury rental communities, with each community being unique and designed to each specific demographic it serves. Furthermore, *Avanti Resident Services* was also created to focus on building a sense of community and improving the overall quality of our resident's lives by providing programs that deliver quality instruction in basic adult education, financial literacy, healthier lifestyles and wellness, youth development, K-8 scholastic tutoring, activities focused on enhancing the lives of elderly families facing retirement on limited incomes, and so much more. In addition, our programs facilitate linking our residents with local non-profits and various community resources to further promote resident empowerment, personal development, and financial literacy.

Madhouse is committed to developing more than just buildings. We insist on using creative land planning to ensure the quality multifamily housing we develop blends harmoniously with the surrounding community. We are creating apartment homes, lofts, and townhouses surrounded by abundant and attractively landscaped green space and a full array of amenities such as community and fitness rooms, learning centers, playgrounds, pools, and spas for residents to enjoy. Working closely with local governments and community organizations, we build long lasting, positive relationships with neighborhoods that families are proud to call home and where they can prosper and grow in a safe and affordable environment.

Notable Milestones

20+ years
Family Owned
& Operated

5,400+
apartment homes
developed



1,700+
apartment homes
in current portfolio



In 2014, the City of Austin receives a large federal grant and develops the **Henry Flores Education and Training Center** as a resource for low income families in Travis County. Secretary of HUD Julian Castro speaks at the Grand Opening of the Flores Center.

Affordable Housing
Finance Magazine
Top 50
Developer in the Country
2014, 2015, 2016, 2019, 2020

AVANTI
COMMUNITIES
Established in 2016

Public Private Partnership
14 communities to date

Over 30 communities
served in the State of Texas

Multi-Housing News
Silver Award
in 2019 for Affordable
Development & Design





Principals have received numerous accolades & achievements:
"Commissioner of the Year" in Texas and the Southwest Region by the National Association of Housing and Redevelopment Officials (NAHRO), Chairman of the Dallas Region Federal Home Loan Bank, Board Member of the National Housing Trust, the Texas Housing Finance Corporation and the Rural Development Finance Authority.

Avanti Resident Services formed in 2018 to provide resident programs that **improve the overall quality of life of our residents.**



$700MM
in total investment to date

Secretary of HUD Ben Carson recognized Pathways at Goodrich as the 100,000th unit converted to **the Rental Assistant Demonstration (RAD) Program** at the Ground Breaking of the community.





OUR TEAM



ENRIQUE FLORES

President

Enrique (Henry) Flores committed the first 20 years of his career to public service with 15 years of tenure in local government followed by his appointment by Governor Ann Richards as the first Executive Director of the Texas Department of Housing and Community Affairs. He continued to serve in that capacity under Governor George W. Bush and subsequently was appointed Chairman of the Federal Home Loan Bank by President Bill Clinton and then again by President George W. Bush serving both Democratic and Republican administrations at the state and federal levels.

Henry formerly served in a number of capacities in the public and private sector including Vice President of Public Finance for RBC Dain Rauscher, President of the Texas State Affordable Housing Corporation and as a partner in Flores Elizondo, a Texas-based corporation dedicated to developing apartment communities utilizing the syndication of Housing Tax Credits.

Henry is a native Texan and the grandson of Mexican immigrants. He earned a Bachelor's Degree from Yale University and a Master's Degree from Harvard University. He served on the Board of Commissioners of the Housing Authority of the City of Austin, the Austin Affordable Housing Corporation, the Community Land Trust of Austin, and the Southwest Housing Compliance Corporation for fourteen years from 1999 to 2013. During his tenure, he was chosen by the National Association of Housing and Redevelopment Officials (NAHRO) as the "Commissioner of the Year" for both the state of Texas and the Southwest Region.

He previously served on the boards of the National Housing Trust, the Texas Housing Finance Corporation, the Rural Development Finance Authority and was one of the founding members and first president of the National Hispanic Housing Council.

In addition, Henry's commitment to affordable housing was recognized when he received the Award of Merit from the Texas State Bar Association and was named one of the Most Prominent Hispanics in Texas by Hispanic Magazine. ■



HENRY FLORES, IV

Vice President

Henry Flores, IV is the Vice President of Madhouse Development Services, Inc. In his role, Mr. Flores currently leads all phases of strategic planning, corporate finance, development, risk management, capital markets, asset management and operations of Madhouse and its affiliated companies. His position also involves coordinating various aspects of the development process including navigating complex financial structuring including tax-exempt bonds, housing tax credits and conventionally financed rental communities. His responsibilities include locating and evaluating properties for land acquisition and rehabilitation, project evaluation, due diligence, financial analysis, loan conversions, legal/risk management activities and asset management. In his real estate career, Henry has been involved from conceptual design to architectural oversight through construction management to the completion and stabilization of the apartment community for over 3,700 multifamily units and over half a billion dollars in total investment.

During his tenure at Madhouse, the company has seen significant corporate and portfolio growth, with five years as one the AHF Top 50 Affordable Housing in the country (2014, 2015, 2016, 2019, and 2020). He continues to lead Madhouse into becoming a top multifamily developer in the US that creates both affordable and market rate communities. Henry has earned a reputation for combining the best people, processes and technology to delivery consistent bottom-line performance. He considers every phase of the development process to be an integral step to creating communities that residents can be proud to call home and that leave a legacy in the communities they're built.

Henry graduated cum laude from Texas State University with a Bachelor of Business Administration in Finance. He was a member of the Dean's List and played lacrosse during his tenure at Texas State University. In addition to these endeavors, he has continued to have an active role in organizations such as Texas Affiliation of Affordable Housing Providers (TAAHP), Urban Land Institute (ULI) and the Real Estate Council of Austin (RECA). ■

madhouse
DEVELOPMENT SERVICES



MICHAEL A. TAMEZ

Vice President of Development

Michael oversees the company's development activities in several regions of Texas. He is involved in the management of land acquisition and planning issues, and has responsibility for progress through the technical, legal, and financial stages of the development process. Previously, he worked for Freddie Mac and Wells Fargo's Commercial Real Estate team as a Financial Analyst and Relationship Manager in Washington, DC. While at Wells Fargo, Michael successfully completed the Financial Analyst Program, managed a billion-dollar loan portfolio and assisted in underwriting several large mixed-use development projects. In addition, he worked for the City of Austin's Department of Real Estate Services where he supported special projects, financial analysis, and commercial leasing on the city's behalf. Michael graduated from Texas A&M University with a Bachelor of Science in Economics. He also earned a Master of Professional Studies in Real Estate Finance from Georgetown University. ■



TOBY WILLIAMS

Development Manager

Coupling years of experience in the construction trades along with tenures in both the public and private side of the affordable housing industry, Toby has a unique understanding of how to create profitable developments through partnering with private, federal, state and local entities. As Development Manager, Toby's primary responsibilities include new project development, acquisitions, determining project feasibility, securing financing through various public and private sources, and overseeing the design and construction of multiple developments. Prior to joining Madhouse, Toby was involved in successfully securing more than $50 million of tax credit equity and below market rate loans which facilitated the new construction of over 500 affordable housing units in Texas and the substantial rehabilitation of an additional 175 units in Virginia. Toby graduated cum laude from Texas Tech University with a Bachelor of Business Administration in Finance and then went on to receive a Master of Real Estate from Texas A&M University. ■



ALYSSA FLORES

Development Manager

Alyssa is involved in the strategic planning, administration and oversight of an apartment community during its development life cycle, from project planning and predevelopment to construction completion and project stabilization. Alyssa also provides legal counsel to the Madhouse team. Previously, Alyssa worked for the Texas Legislative Council where she drafted legislation for state legislators involving the regulation of state agencies, state government contracting and procurement, disaster funding, data privacy and cybersecurity, and water regulation. Alyssa has also provided nonpartisan legal counsel to state legislators regarding existing statute, legislation, and department rules. Alyssa graduated with a Bachelor of Arts in Government from The University of Texas at Austin and a Juris Doctorate from The University of Texas at Austin School of Law. ■



JONATHAN ESTRADA

Development Associate

Jonathan aids the company in new project development, acquisitions, and assessing project feasibility. Initially joining the team as an intern, Jonathan quickly earned a spot on the team. Previously, Jonathan worked as an Asset Manager for a private firm, managing a multimillion-dollar portfolio comprised of single-family residential properties. Jonathan graduated from the University of Texas at Austin with a Bachelor of Arts in Economics. ■



ALIA GOVANI

Vice President of Accounting

Combining her years of experience in the construction and real estate tax compliance arenas, Alia provides a new and unique insight to our portfolios. As Vice President of Accounting, Alia's primary responsibilities consist of overseeing all the accounting activities of the accounting department, including the accurate and timely dissemination of financial management reports and budgets, financial planning, and the strategic management of the accounting team. Alia graduated from the University of Houston with a Bachelor of Business Administration in Accounting and then went on to receive a Master of Business Administration from the University of Houston-Victoria. She has over ten years of accounting and analytic experience with half of those years focused on low income housing. ■



MICHAEL MEANEY

Construction Project Manager

Michael T. Meaney (Mike T.) earned his Bachelor of Science in Construction Management from California State University, East Bay and has 15 years of experience in the construction industry. Mike's impressive career encompasses multiple facets in the construction industry, including being a carpenter, a Superintendent on high-rise developments in San Francisco, and a Director of Post-Construction for a fully integrated real estate development company. With his extensive construction-focused background, Michael brings a world of experience to the Madhouse team. As the Construction Project Manager for Madhouse, Michael overseas the general contractor partners by ensuring that schedule, quality, and budget are tracked and maintained throughout the project's life. Michael is also a decorated war veteran who spent almost seven years in service to our country. ■



KATHERINE GARCIA

Accountant

Katherine Garcia joined Madhouse as an intern in 2020 and full-time in 2021 after earning a Bachelor of Business with a concentration in Accounting from Concordia University Texas. Her primary responsibility includes day-to-day accounting, completing ad hoc projects, creating reconciliations, preparing project draw requisitions, tracking occupancy, as well as assisting monitor Madhouse's portfolio of multifamily assets. Prior to joining Madhouse, Katherine worked as a Student Central Assistant for Concordia University, assisting students with academic advising, financial aid, and registration. Katherine plans to expand her knowledge base of multifamily asset accounting so that she can support implementing accounting procedures for an ever-growing Madhouse. ■



ALLISON MA

Senior Asset Manager

Allison aids the company in evaluating real estate opportunities, managing a portfolio of multifamily assets, and oversight of third-party service providers. Prior to joining Madhouse, Allison was a senior accountant at a well-known public accounting firm that specializes in affordable housing transactions. With Allison's years of experience in construction and real estate financial statement audits, with a focus on low-income housing tax credit deals, and other affordable housing compliance, she provides an analytical insight into our portfolio. Allison graduated from Georgia State University with a Bachelor of Business Administration in Accounting and Finance. ■

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DEVELOPMENT SERVICES



LAURA M. IRWIN

Resident Services Manager

Laura oversees Avanti Resident Services and facilitates linking our residents to supportive services and community resources, offered at no cost to our residents. Her mission is to aid growth of our residents by building a sense of community, propagating self-sufficiency, and improving overall quality of life. Avanti Resident Services focuses on connecting our residents with local area non-profits and various entities to provide quality instruction in education, vocational training, scholastic tutoring, money management, and more. She spent much of her previous career in the insurance industry focused on client relations, ensuring quality services and claim resolution, in both the medical and automotive arena, handling everything from minimal policies to million-dollar portfolios. Laura graduated from the University of Texas at Austin with a Bachelor of Arts in English. ■



DASH GROODY

Marketing + HR Manager

Dash is responsible for Human Resources initiatives in addition to overseeing marketing for Madhouse and its properties. Joining Madhouse in early 2016 as the Executive Assistant and Office Manager, she brought over ten years of administrative experience to Madhouse. During her tenure, Dash gained a deep understanding of the company's operations, processes, and culture while developing an interest in human resources and marketing. After seeing the critical role these departments played in driving business success, she was eager to explore these areas further and, in 2021, became a Society of Human Resources Certified Professional (SHRM-CP). Dash is inspired by the opportunity to make a difference in people's lives while working in a dynamic and challenging environment. Dash is an alumna of Sam Houston State University. ■



RENEE MARBLE

Administrative Assistant

As the Administrative Assistant for Madhouse Development, Renee is an integral member of the team, managing the day-to-day operations of our busy and growing office as well as providing stellar support to key executives. Renee coordinates team volunteer events and social gatherings in addition to groundbreaking and grand opening celebrations for our residents and partners. Prior to joining Madhouse, Renee worked for over 20 years as a Client Service Manager at an Austin area financial services practice, where she excelled at building relationships and problem-solving. Her commitment to providing exceptional service was paramount to overall client satisfaction which, in turn, helped to promote growth within the practice. Renee is an out-of-the-box thinker and brings a fresh perspective to the Madhouse Team. She is inspired by the resilience of the vulnerable communities which Madhouse serves. ■



OUR COMMUNITIES

IN DEVELOPMENT

YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2022	Avanti Legacy Parkview	N. WS Young Drive, Killeen, TX 76543	LIHTC-9% & HOME	Co-Developer	108
2022	Avanti Legacy Rosewood	Springfield Avenue, Laredo, TX 78045	LIHTC-9%	Co-Developer	99
				TOTAL IN DEVELOPMENT	**207**

UNDER CONSTRUCTION

YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2021	Avanti Legacy Violet Parc	4601 N. McColl Street McAllen, TX 78504	LITHC-9%	Co-Developer	84
2020	Avanti Viking Hills	6501 Sanger Avenue Waco, TX 76710	LIHTC-9% & TDHCA Direct Loan	Co-Developer	82
2019	Avanti Legacy at Emerald Point	3300 N. K Center McAllen, TX 78501	LIHTC-9%	Co-Developer	90
2018	Sienna at Westover Hills	11869 Potranco Road San Antonio, TX 78253	Market Rate	Co-General Partner/ Co-Developer	306
				TOTAL UNDER CONSTRUCTION	**562**

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DEVELOPMENT SERVICES

COMPLETED

YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2020	Avanti Legacy Valor Heights	125 Beaumont Avenue McAllen, TX 78501	LIHTC-9%	Co-Developer	93
2020	Avanti Valley View	1000 N Jackson Road Hidalgo, TX 78557	LIHTC-9%	Co-Developer	80
2020	Avanti West	4701 S. McColl Road Edinburg, TX 78539	LIHTC-9%	Co-Developer	72
2019	Avanti at Emerald Point	3301 N. Jackson Road McAllen, TX 78501	LIHTC-9%	Co-Developer	72
2019	Avanti Legacy Bayside	5409 Lipes Boulevard Corpus Christi, TX 78413	LIHTC-9% & TDHCA Direct Loan	Co-Developer	60
2019	Avanti Legacy at South Bluff	509 S. Carancahua Street Corpus Christi, TX 78401	LIHTC-9% & TDHCA Direct Loan	Co-Developer	42
2019	The Legacy at Piedmont	826 E. Highland Boulevard San Antonio, TX 78210	LIHTC-9% & CDBG	Co-Developer	49
2018	Avanti Legacy at Sienna Palms	3600 N Mile 6 1/2 W Weslaco, TX 78599	LIHTC-9% & TDHCA Direct Loan	Owner/General Partner/ Developer	114
2018	Med-West	7139 Wurzbach Road San Antonio, TX 78240	Market Rate	Co-Owner/Co-General Partner/ Co-Developer	131
2018	Avanti at Greenwood	6102 Greenwood Drive Corpus Christi, TX 78417	LIHTC-9%	Owner/General Partner/ Developer	81
2017	Pathways at Goodrich Place	2126 Goodrich Avenue Austin, TX 78704	LIHTC-9% & RAD	Co-Developer	120
2017	The Bristol	7810 Old Tezel Road San Antonio, TX 78250	LIHTC-9%	Co-Developer	96
2017	Terraces at Arboretum	15928 Old Richmond Road Sugarland, TX 77498	LIHTC-9%	Co-Developer	112
2017	Marabella	5781 West Amarillo Boulevard Amarillo, TX 79106	LIHTC-9%	Co-Developer	101
2016	The Providence	5804 98th Street Lubbock, TX 79424	LIHTC-9%	Co-Developer	108
2016	Avanti East	1215 E. Owassa Road Edinburg, TX 78542	LIHTC-9%	Owner/General Partner/ Developer	108
2016	Laurel Glen	11043 N. Loop 1604 San Antonio, TX 78254	LIHTC-9%	Co-Developer	81
2016	The Studio at thinkEAST	1143 Shady Lane Austin, TX 78702	LIHTC-4% & Tax-Exempt Bonds	Co-Developer	182
2015	River View at Calallen	11930 Leopard Street Corpus Christi, TX 78410	LIHTC-9% & HFC	Co-Owner/Co-General Partner/ Co-Developer	96
2015	Vista Pointe at Wild Pine	11580 Wild Pine San Antonio, TX 78253	LIHTC-9% & PHA Loan	Co-Developer	108
2014	Riverstone Apartments	3521 Airline Road Corpus Christi, TX 78414	LIHTC-9% & HOME	Co-Owner/Co-General Partner/ Co-Developer	60
2014	Bella Vista Apartments	815 S. Shary Road Alton, TX 78573	LIHTC-9% & HFC	Co-Owner/Co-General Partner/ Co-Developer	120
2014	The Vineyards at Monterey	9410 Milwaukee Avenue Lubbock, TX 79424	LIHTC-9% & HFC	Co-Developer	96

COMPLETED

YEAR	COMMUNITY NAME	LOCATION	FINANCING	PARTICIPATION	# OF HOMES
2014	The Arbor at Centerbrook	13905 Oak Meadows Live Oak, TX 78233	LIHTC-9% & PHA Loan	Co-Developer	80
2013	Bella Terra Apartments	3220 Galeno Crossing Brownsville, TX 78526	LIHTC-9% & HFC	Special Limited Partner /Co-Developer	80
2012	Highland Villas	2900 Wildflower Drive Bryan, TX 77802	LIHTC-9% & HOME	Owner/General Partner/ Developer	180
2006	Villa Main Apartments	901 Main Avenue Port Arthur, TX 77643	LIHTC-9%	Developer	140
2006	La Vista Apartments	2401 La Vista McAllen, TX 78501	LIHTC-9%	Developer	48
2006	Cedarwood Apartments	2201 Bobby K. Marks Drive Huntsville, TX 77430	LIHTC-9%	Owner/General Partner/ Developer	68
2006	Sea Breeze Apartments	5751 Interstate 37 Corpus Christi, TX 78408	LIHTC-4% & Tax-Exempt Bonds	Special Limited Partner/ Co-Developer	200
2006	La Villa Alton Apartments	308 N. Eagle Pass Street Alton, TX 78573	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Figueroa Apartments	998 Ruben Chavez Road Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	44
2005	Rudy Villarreal Oak Square Apartments	309 N. 9th Street Alamo, TX 78516	LIHTC-9%	Special Limited Partner/ Co-Developer	100
2005	Sevilla Apartments	600 N. Airport Drive Weslaco, TX 78596	LIHTC-9%	Special Limited Partner/ Co-Developer	80
2005	Mesa Vista Apartments	1301 S. Salinas Boulevard Donna, TX 78537	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2005	Hampton Port Apartments	6130 Woolridge Road Corpus Christi, TX 78714	LIHTC-9%	Special Limited Partner/ Co-Developer	110
2004	Lake Jackson Manor	120 Garland Drive Lake Jackson, TX 77556	LIHTC-9%	Owner/General Partner	100
2004	Sierra Royale Apartments	630 Wright Avenue Robstown, TX 78380	LIHTC-9%	Special Limited Partner/ Co-Developer	76
2004	Redwood Heights Apartments	7320 North Jensen Drive Houston, TX 77093	LIHTC-9%	Special Limited Partner/ Co-Developer	96
2003	Big Bass Resort	9701 Market Street Jacinto City, TX 77029	LIHTC-9%	Owner/General Partner	200
2001	The Greens on Turtle Creek	3200 Turtle Creek Drive Port Arthur, TX 77642	LIHTC-9% & HTF	Owner/General Partner	84
1998	South Pointe Apartments	5725 Curtis Clark Drive Corpus Christi, TX 78412	LIHTC-9%	Developer	196
1997	Cimmaron Senior Estates	2802 Cimmaron Boulevard Corpus Christi, TX 78414	LIHTC-9%	Developer	180
1996	Windstar Apartments	2802 N. 7th Street Harlingen, TX 78550	LIHTC-9%	Developer	80
1996	Canal Place Apartments	2280 US-77 Business San Benito, TX 78586	LIHTC-9%	Developer	96
1996	Anacuitas Manor Apartments	1100 v Manor Street Mercedes, TX 78570	LIHTC-9%	Developer	72
				TOTAL COMPLETED	**4,664**

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COMMUNITY PROFILES

AVANTI EAST











EDINBURG, TEXAS

- Family Community
- 108 Apartment Homes
  - 1 Bedroom units 12
  - 2 Bedroom units 56
  - 3 Bedroom units 40
- Completed in 2018

AVANTI WEST











EDINBURG, TEXAS

- Family Community
- 72 Apartment Homes
  - 1 Bedroom units 24
  - 2 Bedroom units 36
  - 3 Bedroom units 12
- Completed in 2022

AVANTI AT GREENWOOD











CORPUS CHRISTI, TEXAS

- Family Community
- 81 Apartment Homes
  - 1 Bedroom units 30
  - 2 Bedroom units 36
  - 3 Bedroom units 15
- Completed in 2021

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DEVELOPMENT SERVICES

AVANTI VALLEY VIEW











HIDALGO, TEXAS

- Family Community
- 80 Apartment Homes
  - 1 Bedroom units 14
  - 2 Bedroom units 36
  - 3 Bedroom units 30
- Under Construction

AVANTI AT EMERALD POINT









McAllen, Texas

- Family Community
- 72 Apartment Homes
  - 2 Bedroom units 32
  - 3 Bedroom units 40
- Under Construction

AVANTI LEGACY AT EMERALD POINT











McAllen, Texas

- Independent Senior Living
- 90 Apartment Homes
  - 1 Bedroom units 39
  - 2 Bedroom units 51
- Under Construction

AVANTI LEGACY BAYSIDE











CORPUS CHRISTI, TEXAS

- Independent Senior Living
- 60 Apartment Homes
  - 1 Bedroom units 39
  - 2 Bedroom units 21
- Under Construction

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DEVELOPMENT SERVICES

AVANTI LEGACY PARKVIEW











KILLEEN, TEXAS

- Independent Senior Living
- 90 Apartment Homes
  - 1 Bedroom units 39
  - 2 Bedroom units 51
- In Development

AVANTI LEGACY AT SIENNA PALMS











WESLACO, TEXAS

- Independent Senior Living
- 114 Apartment Homes
  - 1 Bedroom units 48
  - 2 Bedroom units 66
- Completed in 2022

AVANTI LEGACY AT SOUTH BLUFF











CORPUS CHRISTI, TEXAS

- Independent Senior Living
- 42 Apartment Homes
  - 1 Bedroom units 30
  - 2 Bedroom units 12
- Under Construction

AVANTI LEGACY VALOR HEIGHTS











McAllen, TEXAS

- Independent Senior Living
- 84 Apartment Homes
  - 1 Bedroom units 36
  - 2 Bedroom units 48
- Under Construction

AVANTI LEGACY VIOLET PARC











McAllen, TEXAS

- Independent Senior Living
- 84 Apartment Homes
  - 1 Bedroom units 36
  - 2 Bedroom units 48
- Under Construction

ARBOR AT CENTERBROOK









LIVE OAK, TEXAS

- Family Community
- 80 Apartment Homes
  - 1 Bedroom units 16
  - 2 Bedroom units 32
  - 3 Bedroom units 32
- Completed in 2017

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DEVELOPMENT SERVICES

BELLA TERRA











BROWNSVILLE, TEXAS

- Family Community
- 80 Apartment Homes
  - 1 Bedroom units 12
  - 2 Bedroom units 36
  - 3 Bedroom units 32
- Completed in 2016

BELLA VISTA











ALTON, TEXAS

- Family Community
- 120 Apartment Homes
  - 1 Bedroom units 12
  - 2 Bedroom units 50
  - 3 Bedroom units 48
- Completed in 2018

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DEVELOPMENT SERVICES

HIGHLAND VILLAS









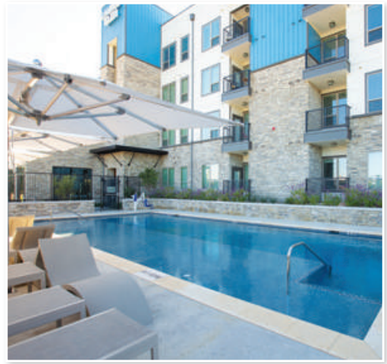


BRYAN, TEXAS

- Family Community
- 180 Apartment Homes
  - 1 Bedroom units 54
  - 2 Bedroom units 99
  - 3 Bedroom units 27
- Completed in 2015

LAUREL GLEN











SAN ANTONIO, TEXAS

- Family Community
- 81 Apartment Homes
  - 1 Bedroom units 34
  - 2 Bedroom units 32
  - 3 Bedroom units 15
- Completed in 2018

MARABELLA











AMARILLO, TEXAS

- Independent Senior Living
- 101 Apartment Homes
  - 1 Bedroom units 45
  - 2 Bedroom units 56
- Completed in 2019

MED WEST











SAN ANTONIO, TEXAS

- Market Rate Community
- 131 Apartment Homes
  - Efficiency units 36
  - 1 Bedroom units 70
  - 2 Bedroom units 25
- Completed in 2022

THE STUDIO AT THINKEAST











AUSTIN, TEXAS

- Family Community
- 182 Apartment Homes
  - Efficiency units 50
  - 1 Bedroom units 65
  - 2 Bedroom units 58
  - 3 Bedroom units 9
- Completed in 2019

THE VINEYARDS AT MONTEREY











LUBBOCK, TEXAS

- Family Community
- 96 Apartment Homes
  - 1 Bedroom units 12
  - 2 Bedroom units 48
  - 3 Bedroom units 36
- Completed in 2017

" Madhouse values honesty, respects opinions, honors unassuming perspectives, and encourages positivity, creativity, and balance. Madhouse strives to differentiate itself by providing amazing communities and having a detailed understanding of the industry including land entitlements, financing, construction, and operations."

- HENRY FLORES



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DEVELOPMENT SERVICES

www.MadhouseDevelopment.net

AVANTI LEGACY MAGNOLIA



Avanti Legacy at Sienna Palms, a multifamily development in Weslaco, TX

DEVELOPMENT FACT SHEET

The Magnolia is a proposed high-quality affordable apartment community located near the southeast quadrant of 1710 E. Richardson Rd., Edinburg, Texas 78542, within minutes of major thoroughfares, public transportation, and shopping centers. The project will be marketed to active independent-living seniors who still enjoy calm, relaxing, and peaceful communities.

Strong and Capable Sponsorship:

Madhouse Development was established in 1999 and has successfully collaborated with the largest financial institutions in the country while utilizing various forms of complex financing to successfully develop over 45 multifamily properties totaling over 5,000 units. With over 20 years of continuous success, Madhouse is well established in the multifamily housing industry, providing expertise in the finance, development, construction, and asset management of quality affordable and market-rate rental housing. Madhouse has industry foresight and knowledge of the market and is dedicated to providing a superior product that will remain sustainable for future generations.

Madhouse prides itself on being a leader in green building and creating sustainable communities. Madhouse creates these exceptionally designed communities to be environmentally, physically, economically, and socially sustainable. From project inception, Madhouse looks for innovative ways to create progressive communities with a socially conscious design. The use of green building technologies in Madhouse's designs allows the communities to use energy, water, and other natural resources more efficiently and reduce the overall impact to the environment. We aspire to create well-rounded communities with a wide variety of social, health and environmental benefits.

Avanti Legacy Magnolia, LP
3933 Steck Avenue, Suite B120, Austin, TX 78759
Phone (512) 982-1342 | Fax (512) 900-2860
contact@madhousedevelopment.net

AVANTI LEGACY MAGNOLIA

The Development:

The Magnolia site is approximately 4.17 acres and when completed will be comprised of approximately 113 apartment homes. The community will consist of one-bedroom/one-bathroom units which range from 618 sq. ft. to 650 sq. ft. The proposed rents will range from $332 to $738 per month for a one-bedroom unit. In fact, 12 apartment homes will serve families earning at or below 30% of AMI and 23 apartment homes will serve families earning at or below 50% of AMI.



There is a proposed integrated single-story clubhouse/leasing facility on the first floor. The clubhouse includes a media room with audio-visual equipment, an executive business center containing free-to-use computers with internet access, and a workroom connected to private offices. Other common amenities include a state-of-the-art fitness center, barbecue grills with picnic tables, community laundry rooms, and well landscaped congregation areas.

Every apartment home will exceed the industry standard and incorporate Energy-Star rated appliances including a frost-free refrigerator with icemaker, self-cleaning oven, microwave, dishwasher, and garbage disposal. All apartment homes have faux-wood vinyl plank flooring, modern countertops, full-size washer and dryer connections, walk-in closets with built-in shelving, and energy-efficient ceiling fans in the living and bedroom areas. The living room and each bedroom will also include cable, phone, and internet connections.



The tenants will be provided with a utility allowance to assist in utility expenses but will be responsible for paying their own electricity; however, the use of energy efficient appliances and an emphasis on sustainable construction will greatly reduce their out-of-pocket expenses.

Anticipated Project Schedule:

- TDHCA Board Consideration: July 28, 2024
- Project Design Completion: November 2024
- Financing Closing: March 2025
- Construction Start: March 2025
- Construction Completion: June 2026
- Project Completion: July 2026

Avanti Legacy Magnolia, LP
3933 Steck Avenue, Suite B120, Austin, TX 78759
Phone (512) 982-1342 | Fax (512) 900-2860
contact@madhousedevelopment.net

The Development Team:

The development team members are listed below (resumes available upon request). This team has extensive experience in working together and developing quality multifamily apartments throughout Texas:

- Developer: Madhouse Development, Inc.
- Contractor: To Be Determined
- Management Entity: To Be Determined
- Architect: Don Smith, Northfield Design Associates, Inc.
- Civil Engineer: Craig Carney, Carney Engineering, PLLC
- MEP Engineer: Ginny Gribble, Salas O'Brien, LLC
- Structural Engineer: Jeffery Cloyd, Texas Design Interest, LLC
- Environmental: Mitch Young, Aspen Environmental, Inc.
- Project Accountant: Trenton Kleist, Baker Tilly Virchow Krause, LLP
- Project Attorney: Cynthia L. Bast, Lock Lord Bissell & Liddell, LLP

Site Location Map:



Zoning: Commercial General \ Needs to be rezoned to Multi-family use

Avanti Legacy Magnolia, LP
3933 Steck Avenue, Suite B120, Austin, TX 78759
Phone (512) 982-1342 | Fax (512) 900-2860
contact@madhousedevelopment.net

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
RESOLUTIONS
Agenda Item No: 9.B.
Resolution: Highland Senior Villas

1. **Agenda Item:**
Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs for the 2024 Competitive 9% Housing Tax Credits Application for Highland Senior Villas, as Requested by Texas Grey Oaks, LLC in Care of TGO Highland 24, LP. [Claudia L. Farias, Interim Director of Grants Administration]

2. **Description:**
Texas Grey Oaks, LLC and its development team BETCO Consulting have submitted a pre-application to the Texas Department of Housing and Community Affairs (TDHCA) for the Affordable Housing 2024 9% Housing Tax Credits (HTC) and will be submitting a full application by March 1, 2024. TDHCA will issue final awards in July 2024. Texas Grey Oaks, LLC has over 20 years of experience building multi-family communities across Texas.

Texas Grey Oaks, LLC, in care of TGO Highland 24, LP is requesting a resolution of support and financial commitment from the City for the application. The financial commitment can be in the form of a grant, waiver of building or permit fees, or contribution of other value for the benefit of the proposed development in the amount of $500. The resolution of local support and financial commitment is required to maximize the application's points.

The Highland Senior Villas is a proposed mixed-income rental community to be located at 333 W. Freddy Gonzalez Drive on approximately 5+ acres. The development will be 3-4 story multi-family buildings (elevators included) with approximately 120 mixed units of one- and two-bedrooms serving seniors (55+) earning a variety of income levels. The unit mix for low- to moderate-income residents is still being confirmed by the developer, as noted in the attached Project Information Form. Common amenities will include a community clubhouse, exercise and fitness room, community business room, swimming pool, BBQ grills with picnic tables, pet park, garden areas, internet computer lab and library. The unit amenities will include spacious living/dining areas, walk-in closets, Energy-Star Dishwasher and Refrigerator, wood laminate and carpet flooring, and washer/dryer connections.

3. **Staff's Recommendation:**
Consider Resolution of Support and Commitment of Development Funding to the Texas Department of Housing and Community Affairs for the 2024 Competitive 9% Housing Tax Credits Application for Highland Senior Villas, as Requested by Texas Grey Oaks, LLC in Care of TGO Highland 24, LP.

Reviewed by:
Claudia Farias, Interim Director of Grants Administration
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Interim Director of Grants Administration

Attachments:

A. Resolution
B. Request Letter
C. Project Information Form
D. Maps, Zoning and Legal Description of the Site
E. Site Plan Rendering
F. Highland Senior Villas Proposal

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION OF SUPPORT AND COMMITMENT OF DEVELOPMENT FUNDING TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR AFFORDABLE HOUSING 2024 COMPETITIVE 9% HOUSING TAX CREDITS FOR THE DEVELOPMENT OF HIGHLAND SENIOR VILLAS, AS REQUESTED BY TEXAS GREY OAKS, LLC, IN CARE OF TGO HIGHLAND 24, LP.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, TGO Highland 24, LP, or their designee, (the "**Applicant**") is proposing to develop Highland Senior Villas (the "**Housing**"), an affordable rental housing development located at 333 West Freddy Gonzalez Drive on 5+ acres of vacant land zoned Commercial Neighborhood, Edinburg, Hidalgo County, Texas 78539 (the **"Development Site"**);

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (**TDHCA**) for an allocation of 2024 Competitive 9% Housing Tax Credits ("**HTCs"**) for the construction and development of the Housing;

WHEREAS, pursuant to §11.9(d)(1) of TDHCA's 2024 Qualified Allocation Plan (the "QAP") and in accordance with the Texas Government Code §2306.6710(b)(1)(B), an application may qualify for points for a Resolution of Support; and,

WHEREAS, the Applicant has requested from the City Council of the City of Edinburg (i) support for the development of the Housing and for Applicant's application to TDHCA and (ii) a commitment of $500 in building or permit fee waivers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, that:

1. The City Council of the City of Edinburg hereby confirms its support for the Highland Senior Villas or affordable rental housing, at its proposed location at 333 West Freddy Gonzalez Drive on 5+ acres of vacant land zoned Commercial Neighborhood, Edinburg, Hidalgo County, Texas 78539, and additionally supports the Applicant's application #24082 with TDHCA and that this formal action has been taken to put on record the opinions expressed by the City of Edinburg on this date.

2. The City Council of the City of Edinburg hereby approves the provision of providing a building or permit fee waiver up to $500. The funding assistance provided by the City of Edinburg pursuant to this Resolution is intended to comply with all requirements of §11.9(d)(1) and (2) of the QAP.

3. Notwithstanding anything herein to the contrary, the Commitment of Development Funding by the City of Edinburg set forth in this Resolution shall be contingent on: (i) the Applicant securing HTCs from TDHCA in an amount sufficient to develop the Housing, (ii) development plan approvals (including any required zoning) by the City of Edinburg in connection with developing the Housing, and (iii) finalizing commitment of development funding pursuant to the terms committed to by the City of Edinburg pursuant to this Resolution.

4. The City of Edinburg is not a related party to the Applicant, and any funding assistance committed by the City of Edinburg to the development of the Housing pursuant to this Resolution will not have been provided to the City of Edinburg by the Applicant or any related party to the Applicant.

5. For and on behalf of the City Council, Ramiro Garza Jr., Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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 20th day of February 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: _____
City Attorney

Texas Grey Oaks, LLC
9907 Moorberry Lane
Houston, Texas 77080

Claudia Farias
City of Edinburg, Interim Director, Grants Administration
415 W. University Dr,
Edinburg, TX 78539

Re: Request for a City of Edinburg Resolution of Support for TDHCA Housing Tax Credit Application #24082, Highland Senior Villas located in Edinburg Texas.

Dear Ms. Farias,

We would like to formally request a City of Edinburg Resolution of Support for the 2024 TDHCA 9% Housing Tax Credit Application, Highland Senior Villas (App#24082), located at 333 W Freddy Gonzalez Dr, Edinburg, TX 78539. The Resolution of Support is to be approved by the City of Edinburg City Council and a copy of the resolution is required to be included in our tax credit application. Additionally, we are requesting a $500 grant from the city for this project. We recommend a waiver of building or permit fees in the amount of $500.

The Housing Tax Credit cycle timeline is as follows:

- Tax credit application submitted by March 1, 2024
- TDHCA Board approval of 2024 9% HTC awards expected late July 2024
- Once award is board approved, execution of TDHCA Funding Commitment and Carryover Allocation Agreement occurs in Fall 2024
- Closing would occur early 2025.

Attached to this letter are the following documents:

1. City of Edinburg Project Information
2. Map, Zoning & Legal Description of the Site
3. Texas Empowerment Zone Map
4. HTC notification letter mailed to City of Edinburg Mayor and Council
5. Highland Senior Villas/TGO Presentation

We are immensely excited to bring more high-quality affordable housing to senior residents of Edinburg. If you have any questions or concerns, please reach out to our tax credit consultant, BETCO Consulting - Kendra Garrett at kendra@betcohousinglab.com or (713) 315-1739 or to myself at steve@texasgreyoaks.com

Sincerely,



Steve Lollis
President/CEO
Texas Grey Oaks, LLC

January 3, 2024

The Honorable Ramiro Garza Jr.
415 West University
Edinburg, TX 78539

Dear Mayor Garza Jr.;

The purpose of this letter is to notify you that **TGO Highland 24, LP** is making an application for **Housing Tax Credits** funding through the Texas Department of Housing and Community Affairs for the **Highland Senior Villas Development** which would be located at **333 W Freddy Gonzalez Dr.** in **Edinburg, Texas 78539,** in **Hidalgo County**. This **New Construction development** is an **apartment** community and would be comprised of up to 120 units out of which at least **120** of the **proposed** units would be for low to moderate-income tenants. As proposed the residential density of the development (i.e. number of units per acre) is approximately **20.7**. Additionally, this development is currently not requesting a property tax exemption.

In the spring, the Department will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at HTCPC@tdhca.state.tx.us, or by mail at:

Texas Department of Housing and Community Affairs
Public Comment - Multifamily Finance Division
P.O. Box 13941
Austin, Texas 78711-3941

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of the Texas Department of Housing and Community Affairs; **such input must be received by the Department by 5:00 p.m., Austin local time, on June 1, 2022**.

Lora Myrick (512) 785-3710 lora@betcohousinglab.com
2201 Northland Drive, Austin, Texas 78756 | 812 San Antonio Street, Suite L-20, Austin, Texas 78701

We are excited at the opportunity to bring another option to residents for quality affordable housing. If you have any questions, please do not hesitate to contact me any time.

Sincerely,

Lora Myrick

Representative of
TGO Highland 24, LP
Development Owner
9907 Moorberry Ln
Houston, TX 77080
(832) 746-5294

PROJECT INFORMATION

Business Name: Texas Grey Oaks, LLC

Address: 9907 Moorberry Lane

City: Houston State: Texas Zip Code: 77080

Phone #: 832-746-5294 Fax #: N/A

Contact: Ryan Lollis Title: Developer

Legal Entity: Texas Grey Oaks, LLC

Minority-Owned: (Yes) ☐ (No) ☑ Woman-Owned: (Yes) ☐ (No) ☑

Please give percentage of minority or women-owned 0 %

Existing Business: Yes

Current # Employees: 4

Total Annual Sales $: 12-14M

Date Started Doing Business: 01/12/10

(mm-dd-yy)

Brief Description of Business

Texas Grey Oaks is an affordable housing developer located in Houston, Texas. They have been in business since 2010. Since 2010, they have developed 10 affordable housing developments throughout Texas. Additionally, the President/CEO, Steve Lollis, has more than 20 years experience and serves as the general contractor on market and affordable housing developments across Texas, including his own, via his construction company, Insight Builders.

PROJECT SUMMARY

Project Address: 333 W Freddy Gonzalez Dr

City: Edinburg State: Texas

Zip Code: 78539 County: Hidalgo

Full–Time Employees Jobs Created: 100-150

Full–Time Employees Jobs Retained: 4

Is the project located in Enterprise Zone? ☑ Yes or ☐ No

Project Description

Please provide a concise description of the project. The description should include the primary purpose of project; assistance being requested of the City, and provide completion date for project. Supplemental information (renderings, photos, etc.) may be submitted as a separate attachment.

Highland Senior Villas is a proposed 120-unit, affordable senior living development located in Edinburg, TX. It will be 3-4 story multi-family buildings (elevators included) with a clubhouse and a mix of one- and two-bedroom units serving seniors (55+ years old). Each unit will be equipped spacious living and dining areas, energy-star appliances, washer & dryers, and walk-in closets

Unit Mix (to be confirmed)*:

30% One Bedroom - 8	30% Two Bedroom - 4
50% One Bedroom - 16	50% Two Bedroom - 8
60% One Bedroom - 47	60% Two Bedroom - 37

Total One Bedroom Units = 71 Total Two-Bedroom Units = 49

*Note - we are working on finalizing the budget and the unit mix may change.

Potential on-site amenities include: an exercise/fitness room, BBQ grills w/ picnic tables, a pet park, pool, garden areas, planned resident activities, and a community business room.

Please see attached presentation for photos of existing Texas Grey Oaks affordable housing properties.

PROJECT COST BREAKDOWN

Land: $ 2,650,000

Infrastructure: $ Incl. in building cost

Building: $ 13,594,500

Machinery: $ incl. in building cost

Equipment: $ incl. in building cost

Other: $ 6,013,500 (Legal, architectural, engineering cost, etc.)

Project Total Investment: $ 22,258,000

Sources of Equity: $ 16,798,320 Other: $ 5,781,680

Note: Please specify other costs and sources of equity below. Examples of other costs may be company assets, traditional financing, grants, contributions, and in-kind contributions. Supplemental information may be submitted as a separate attachment.

Please see the project cost/sources of equity below:

- Total Tax Credit Equity: $16,798,320
- Construction Loan: $16,300,000 at 7% interest*
- Perm Loan: $4,600,000 at 7% interest, with a 40 year term and 40 year amort*
- City of Edinburg Grant - $500
- Deferred Developer Fee - $859,180

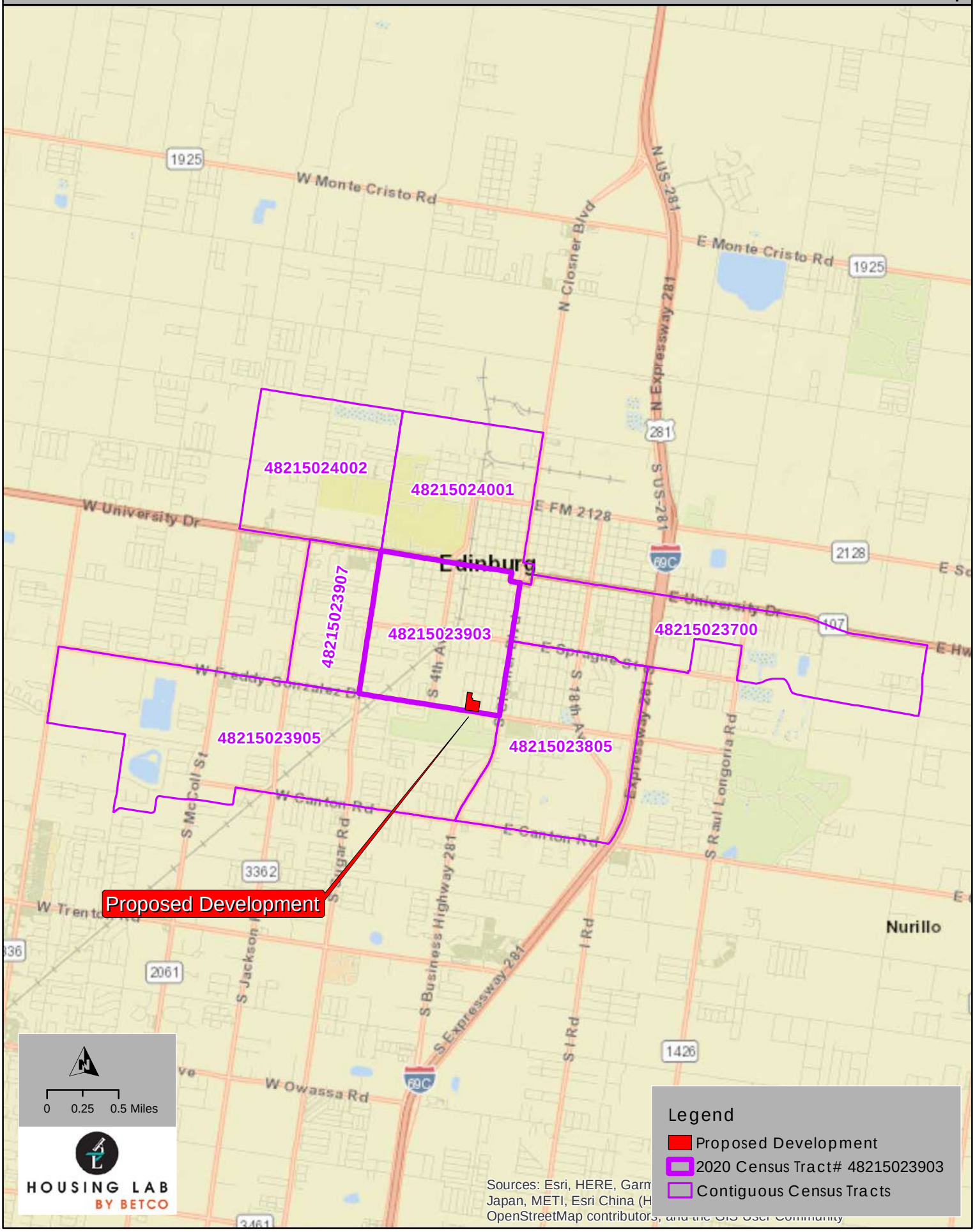
*Note: We are in the process of reaching out to lenders and equity partners for LOIs. The loan terms and equity pricing are to be determined.

Additional Information Required

✓	participation, timeline (if applicable, provide the terms and conditions summary sheet), etc.
✓	A map of the site/current zoning - Include legal description and address

333 W Freddy Gonzales

333 W Freddy Gonzales, Edinburg, TX
Census Tract Map



DISCLAIMER:

12/19/2023

All information (Information) provided or depicted on this web map and web map application has been obtained from third party sources deemed reliable however, neither Housing Lab By BETCO nor any of its employees or affiliated consultants (collectively, Housing Lab By BETCO and Related Parties) have made an independent investigation of the Information or the Information sources, and no warranty or representation is made by Housing Lab By BETCO and Related Parties as to the accuracy of such Information. The Information is submitted subject to possible errors or omissions, and no person or organization should rely on the Information unless such person or organization has conducted an independent investigation to confirm the accuracy thereof.

333 W Freddy Gonzales

333 W Freddy Gonzales, Edinburg, TX
Street Map



DISCLAIMER:

12/19/2023

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333 W Freddy Gonzales

333 W Freddy Gonzales, Edinburg, TX
Close Aerial Map

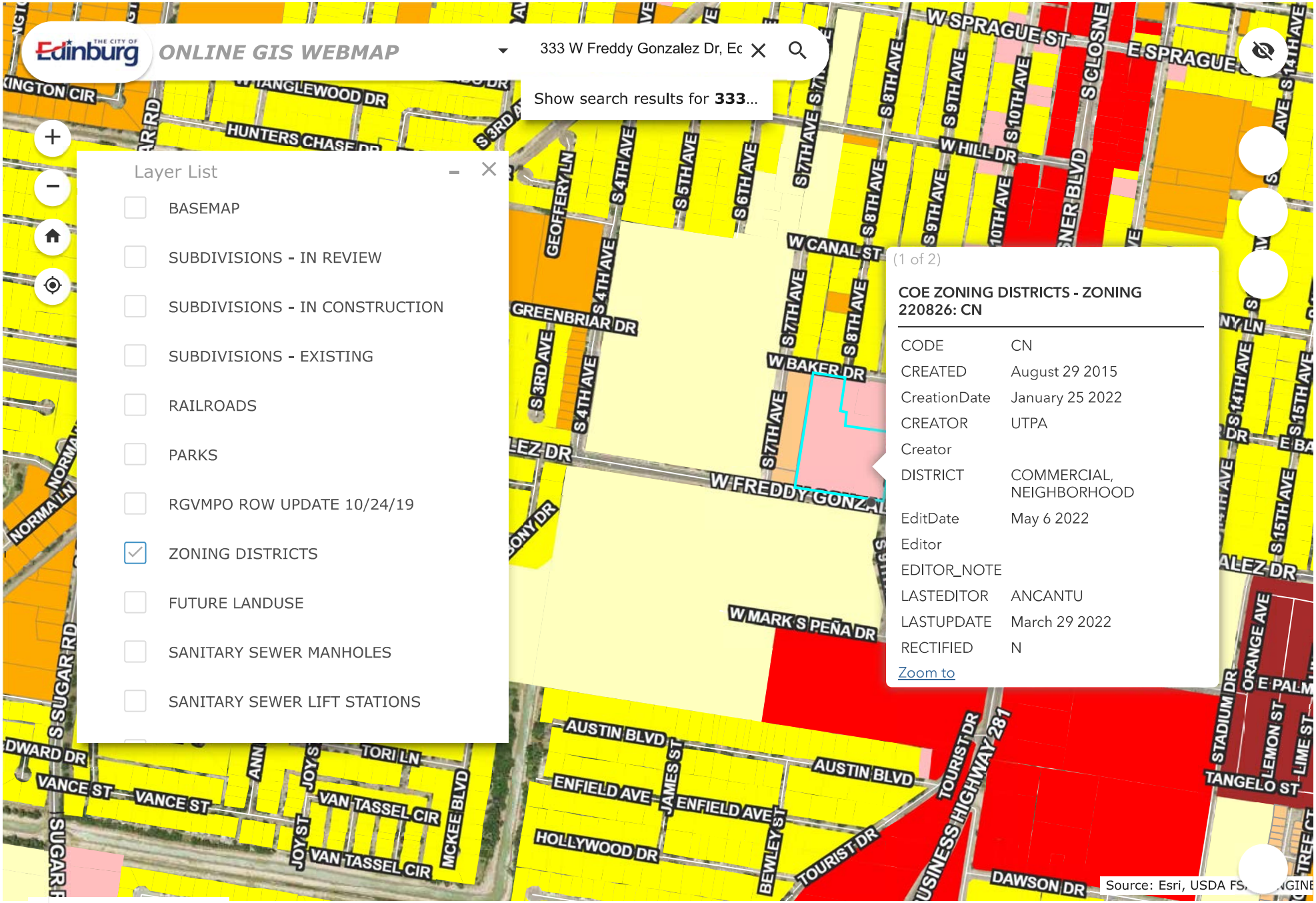


HOUSING LAB
BY BETCO

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12/19/2023


Edinburg
ONLINE GIS WEBMAP
333 W Freddy Gonzalez Dr, Ec
Show search results for 333...
Layer List
BASEMAP
SUBDIVISIONS - IN REVIEW
SUBDIVISIONS - IN CONSTRUCTION
SUBDIVISIONS - EXISTING
RAILROADS
PARKS
RGVMPO ROW UPDATE 10/24/19
ZONING DISTRICTS
FUTURE LANDUSE
SANITARY SEWER MANHOLES
SANITARY SEWER LIFT STATIONS
(1 of 2)
COE ZONING DISTRICTS - ZONING 220826: CN
CODE CN
CREATED August 29 2015
CreationDate January 25 2022
CREATOR UTPA
Creator
DISTRICT COMMERCIAL, NEIGHBORHOOD
EditDate May 6 2022
Editor
EDITOR_NOTE
LASTEDITOR ANCANTU
LASTUPDATE March 29 2022
RECTIFIED N
Zoom to
W SPRAGUE ST
E SPRAGUE
W HILL DR
W CANAL ST
W BAKER DR
W FREDDY GONZALEZ DR
W MARK S PEÑA DR
AUSTIN BLVD
ENFIELD AVE
HOLLYWOOD DR
VANCE ST
VAN TASSEL CIR
TORI LN
MCKEE BLVD
GREENBRIAR DR
GEOFFERY LN
HUNTERS CHASE DR
TANGLEWOOD DR
S 3RD AVE
S 4TH AVE
S 5TH AVE
S 6TH AVE
S 7TH AVE
S 8TH AVE
S 9TH AVE
S 10TH AVE
S 14TH AVE
S 15TH AVE
S CLOSNER BLVD
S SUGAR RD
JAMES ST
BEWLEY ST
TOURIST DR
BUSINESS HIGHWAY 281
DAWSON DR
STADIUM DR
ORANGE AVE
LEMON ST
LIME ST
TANGELO ST
E PALM
-98.156 26.295 Degrees
600ft
Source: Esri, USDA FS

Texas Enterprise Zones

Texas Economic Development & Tourism Office

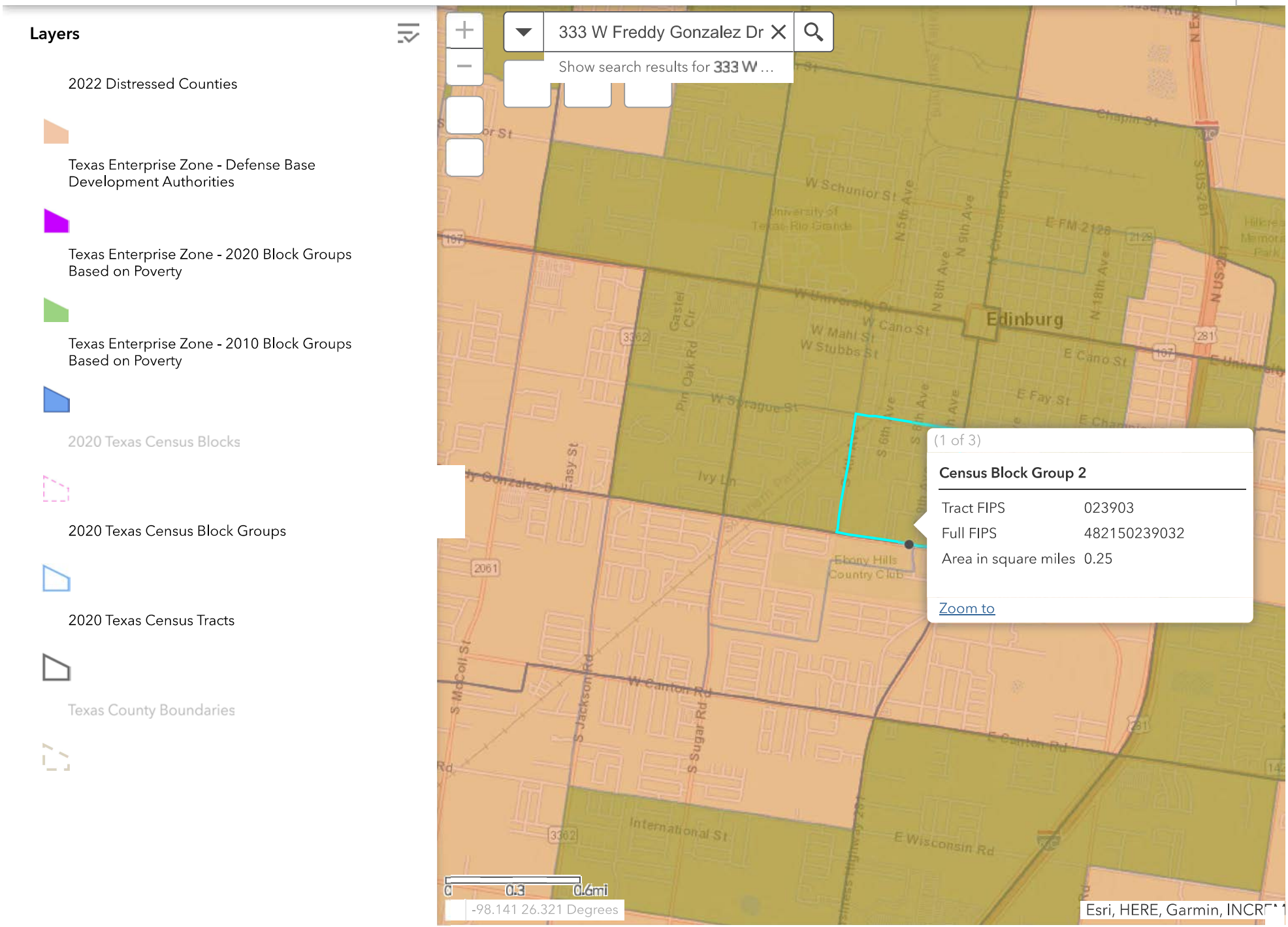


EXHIBIT "A"
Legal Description

TRACT I:

Five and 16/100 acres, more or less, out of Block 10, COUNTRY CLUB PLACE SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 5, Pages 15-16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and more particularly described as follows:

BEGINNING at a point in the North line of Block 10, said point being North 80 degrees, 55 minutes West, 245.2 feet from the Northeast corner of Block 10;

THENCE, North 80 degrees, 55 minutes West with and along the North line of Block 10 a distance of 266.0 feet to the Northwest corner of Block 10;

THENCE, South 8 degrees, 59 minutes West with and along the West line of Block 10, a distance of 660.0 feet to the Southwest corner of Block 10;

THENCE, South 80 degrees, 55 minutes East with and along the South line of Block 10 a distance of 510.2 feet to the Southeast corner of Block 10;

THENCE, North 9 degrees, 05 minutes East with and along the East line of Block 10 a distance of 236.0 feet;

THENCE, North 80 degrees, 55 minutes West a distance of 184.0 feet;
THENCE, North 9 degrees, 05 minutes East 37.0 feet;
THENCE, North 80 degrees, 55 minutes West 51.0 feet;
THENCE, North 37 degrees, 36 minutes West 31.4 feet;
THENCE, North 80 degrees, 55 minutes West 52.2 feet;
THENCE, North 9 degrees, 05 minutes East 170.5 feet:
THENCE, South 80 degrees, 55 minutes East 84.8 feet;
THENCE, North 9 degrees, 05 minutes East 195.0 feet to the PLACE OF BEGINNING. SAVE AND EXCEPT:

A 0.02 acre tract of land out of Block 10, COUNTRY CLUB PLACE SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 5, Pages 15-16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which Is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the Southeast corner of this tact and on the East line of Block 10 and on the West right of way line of 9th Avenue, a 60.0 toot right of way and bears South 9 degrees, 05 minutes West 229.60 feet to the Southeast corner of Block 10, Country Club Place Subdivision;

THENCE, along the South line of this tract, North 80 degrees, 55 minutes West, 97.0 feet to a corner;

THENCE, North 52 degrees, 50 minutes, 39 seconds West, 13.60 feet to a corner for the Northwest corner 01 this tract;

THENCE, along the North line of this tract South 80 degrees, 55 minutes East, 109.0 feet to a 1/2 inch iron pipe found for the Northeast corner of this tract;
THENCE, along the East line of this tract and East line of Block 10, South 9 degrees, 05 minutes West, 6.40 feet to the original POINT OF BEGINNING.

FURTHER SAVE AND EXCEPT all that portion thereof conveyed to PAMM FAMILY PROPERTIES, LLC, a Texas limited liability company by Special Warranty Deed dated October 6, 2020, executed by 333 FREDDY GONZALEZ, LLC, A TEXAS LIMITED LIABILITY COMPANY, recorded under Clerk's File No. 3158458, Official Records, Hidalgo County, Texas.

Company does not represent that the acreage and/or square footage calculations are correct.

TRACT II:

EXHIBIT "A"
Legal Description

A 0.20 acre tract of land out of Block 10, COUNTRY CLUB PLACE SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Tens, according to the map recorded In Volume 5, Pages 15-16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which IS here made for all purposes, and more particularly described by metes and bounds as follows:

BEGINNING at a point for the Northeast corner of this tract and bears South 80 degrees, 50 minutes, East 12.60 feet, North 9 degrees, 05 minutes East, 195.0 feet and along the North line of Block 10 and the South right of way line of Baker Drive, a 60 loot right of way, North 80 degrees, 55 minutes West, 266.0 feet to the Northwest corner of Block 10, Country Club Place Subdivision:

THENCE, along the East line of this tract, South 9 degrees, 05 minutes West, 170.70 feet to a 1/2 inch iron pipe found for the Southeast corner of this tract;

THENCE, along the South line of this tract, North 80 degrees, 55 minutes West, 52.20 feet to a 1/2 inch iron pipe found for the Southwest corner of this tract;

THENCE, along the West line of this tract, North 9 degrees, 05 minutes East, 170.70 feet to a C.P.S. point of the Northwest corner of this tract;
THENCE, along the North line of this tract, South 80 degrees, 55 minutes East, 52.20 feet to the original POINT OF BEGINNING.

SAVE AND EXCEPT all that portion thereof conveyed to PAMM FAMILY PROPERTIES, LLC, a Texas limited liability company by Special Warranty Deed dated October 6, 2020, executed by 333 FREDDY GONZALEZ, LLC, A TEXAS LIMITED LIABILITY COMPANY, recorded under Clerk's File No. 3158458, Official Records, Hidalgo County, Texas. Company does not represent that the acreage and/or square footage calculations are correct.

TRACT III:

A tract of land containing 1.303 acres, more or less, out of Block 10, COUNTRY CLUB SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 5, Pages 15-16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and said 1.303 acres also being more particularly described as follows:

BEGINNING on a "X" out on concrete found on the East line of said Block 10 and the West right-of-way line of South Ninth Street for the Northeast corner of this tract said point being South 9 degrees, 05 minutes, 00 seconds West from the Northeast corner of said Block 10;

THENCE, South 09 degrees, 05 minutes, 00 seconds West, along the East line of said Block 10 and the West right-of-way line of said South Ninth Street, a distance of 236.0 feet to a nail set, for the Southeast corner of this tract;

THENCE, North 80 degrees, 55 minutes, 00 seconds West a distance of 97.0 feet to a "X" cut in concrete found, for an outside corner of this tract;

THENCE, North 50 degrees, 39 minutes, 37 minutes West, a distance of 13.89 feet to a "X" out in concrete for an inside corner of this tract;

THENCE, North 80 degrees, 55 minutes, 00 seconds West a distance of 75.00 feet to a cotton picker spindle found, for an outside corner of this tract;

THENCE, North 09 degrees 05 minutes 00 seconds East a distance of 37.0 feet to a cotton picker spindle found, for an inside corner of this tract;

THENCE, North 80 degrees, 55 minutes, 00 seconds West a distance of 51.00 feet to a cotton picker spindle found, for an outside corner of this tract;

EXHIBIT "A"

Legal Description

THENCE, North 37 minutes, 35 minutes, 51 seconds West a distance of 31.34 feet to a cotton picker spindle found for the Southwest corner of this tract;

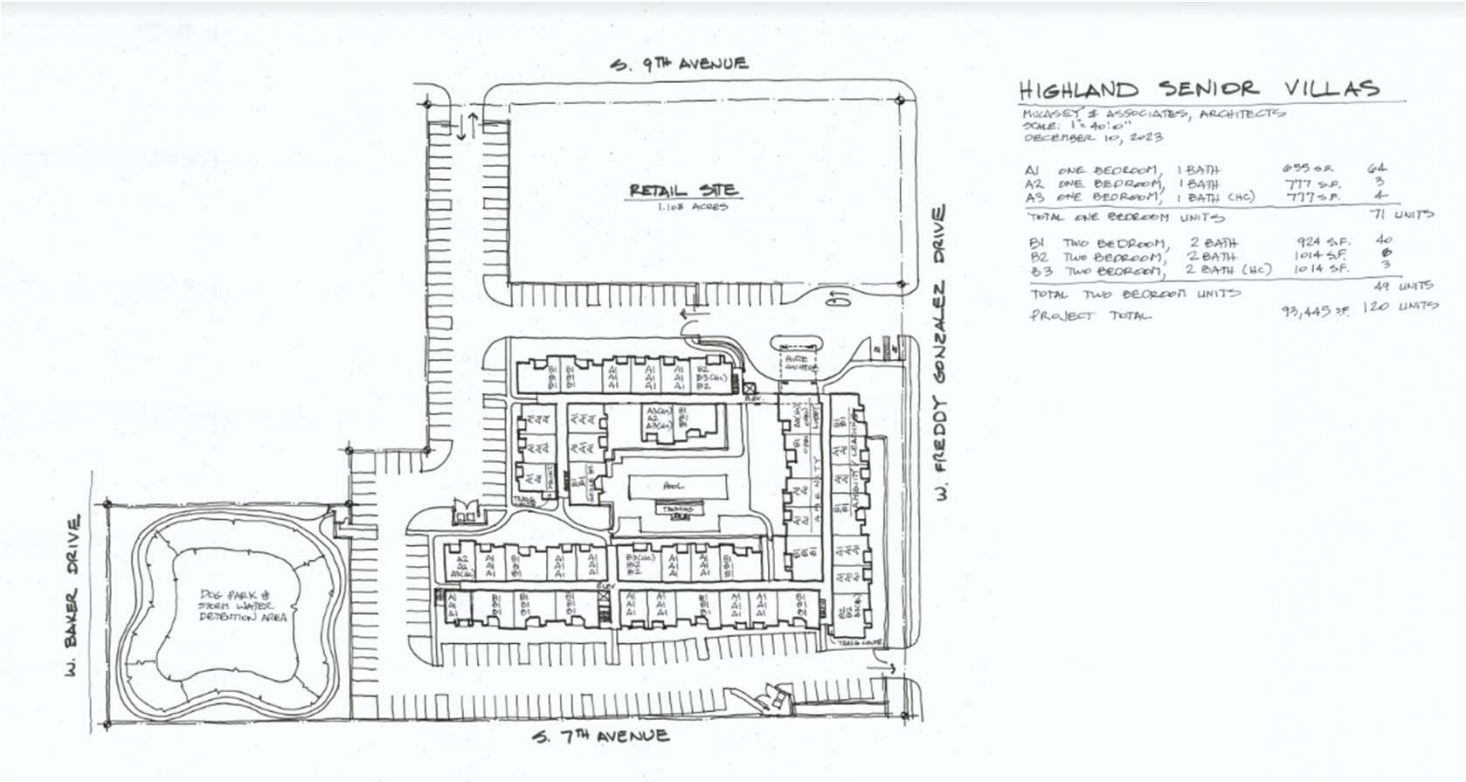
THENCE, North 09 degrees, 05 minutes 00 seconds East a distance of 170.50 feet to a "X" out in concrete found, for the Northwest corner of this tract;

THENCE, South 80 degrees, 55 minutes, 00 seconds East, a distance of 257.80 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT all that portion thereof conveyed to PAMM FAMILY PROPERTIES, LLC, a Texas limited liability company by Special Warranty Deed dated October 6, 2020, executed by 333 FREDDY GONZALEZ, LLC, A TEXAS LIMITED LIABILITY COMPANY, recorded under Clerk's File No. 3158458, Official Records, Hidalgo County, Texas.

Company does not represent that the acreage and/or square footage calculations are correct.

HIGHLAND SENIOR VILLAS - SITE PLAN RENDERING



HIGHLAND SENIOR VILLAS

PROPOSAL FOR A HIGH-QUALITY SENIOR APARTMENT COMMUNITY IN EDINBURG, TEXAS





OVERVIEW

- Affordable Housing Tax Credit Program
- Developer Experience & Team
- Highland Senior Villas
  - Location Map/Preliminary Site Plan
  - Proposed Design
- Benefits to Edinburg and Hidalgo County
- Benefits to Future Tenants
- What We Need
- Contact Information

TAX CREDIT PROGRAM OVERVIEW

- Housing Tax Credit Program created through the Tax Act of 1986 under the Reagan Administration
- Encourages private industry to invest and develop housing for moderate income families
- Tax Credit is realized by the Investor
- Investor dollars are used as Equity to reduce debt on the development
- Average Equity 65-70%

Nolana Villas, McAllen



TAX CREDIT PROGRAM OVERVIEW

- Reduction in debt allows for lower operating income thus allowing for lower rents to residents
- This is NOT a HUD development
- This DOES NOT equate to a lower quality of tenant
- ALL tenants must go through a thorough screening and background check process:
  - Must have verifiable source of income
  - Zero tolerance for criminal activities
  - Strict compliance with lease agreement



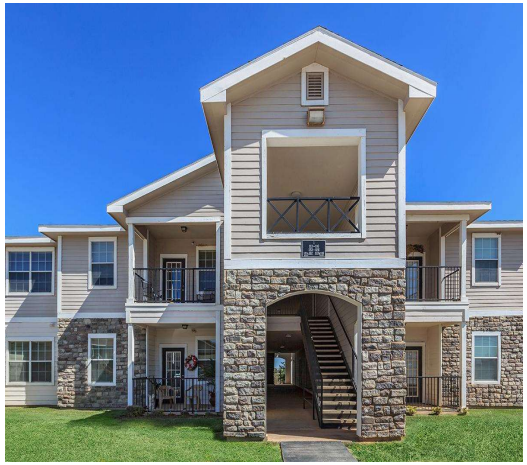
Weslaco Hills, Weslaco

TAX CREDIT PROGRAM OVERVIEW

- Regulated by the Internal Revenue Service
- Administered by State Allocating Agency

  (Texas Dept of Housing and Community Affairs-TDHCA)

  - Drafts Qualified Allocation Plan- approved by Governor
  - Allocates credits through a highly competitive annual application process
  - Monitors compliance with the program rules (IRC 42) throughout affordability period



Tierra Blanca, Hereford

DEVELOPER EXPERIENCE – PORTFOLIO

Texas Grey Oaks and its affiliates own and operate multiple affordable housing properties across Texas, in several markets. Below is a list of recent acquisitions and developments:

Creek Crossing: Awarded Housing Tax Credits in the 2005 application round to build a 76 unit, senior development in Canyon, Texas. This is a mixed income development with 73 low income units and 3 market rate units. **www.creekcrossingseniorvillage.com**

Tierra Blanca: Awarded Housing Tax Credits in the 2005 application round to build a 76 unit, family development in Hereford, Texas. This is a mixed income development with 73 low income units and 3 market rate units. **www.tierrablancaapts.com**

Weslaco Hills: Awarded Housing Tax Credits in the 2009 application round (Exchange Program) to build a 120 unit, family development in Weslaco, Texas. This is a 100% affordable development. **www.weslacohills.com**

Villas on Independence (fka Independence Village): Awarded Housing Tax Credits and HOME funds in the 2012 application round to build an 80 unit, family development in Port Lavaca, Texas. This is a 100% affordable development. **www.villasonindependence.com**

Villas of Penitas: Awarded Housing Tax Credits in the 2013 application round to build a 128 unit, family development in Penitas, Texas. This is a mixed income development with 116 low income units and 12 market rate units. **www.villasofpenitas.com**

DEVELOPER EXPERIENCE – PORTFOLIO

Orchard Estates: Awarded Housing Tax Credits in the 2014 application round to build a 140 unit, family development in Alton, Texas. This is a mixed income development with 134 low income units and 6 market rate units. **www.orchardestatesapthomes.com**

Midway Villas: Awarded Housing Tax Credits in the 2018 application round to build a 120 unit, senior development in Weslaco, Texas. This is a mixed income development with 102 low income units and 18 market rate units. **www.midwayvillas.com**

Nolana Villas: Awarded Housing Tax Credits in the 2019 application round to build a 124 unit, family development in McAllen, Texas. This is a mixed income development with 104 low income units and 10 market rate units. **www.nolanavillasapts.com**

Dahlia Villas: Awarded Housing Tax Credits in the 2021 application round to build a 120 unit, family development in Pharr, Texas. This is a mixed income development with 102 low income units and 18 market rate units. The construction is currently underway and expected to finish by December 2023.

Uvalde Villas: Awarded Housing Tax Credits in the 2021 application round to build a 102 unit, family development in McAllen, Texas. This is a mixed income development with 96 low income units and 6 market rate units. The construction is currently underway and expected to finish by December 2023.

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in Weslaco, Texas



Information Center



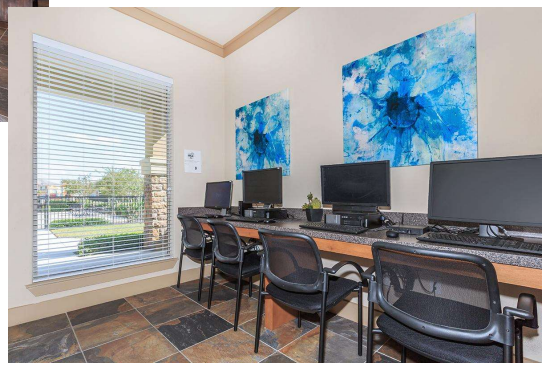
Swimming Pool

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in Penitas, Texas



Community Clubhouse





Business Center

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in Penitas, Texas CONT.



Outdoor Pavilion



Swimming Pool

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in Hereford, Texas



Community Clubhouse Entrance



Playground/Family Development

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in Hereford, Texas CONT.



Community Building



Community Building Kitchen

HIGHLAND SENIOR VILLAS – Examples of Previous Design Results for a Tax Credit Development in McAllen, Texas



Residential Building



Outdoor Pavilion

INTERIOR UNIT EXAMPLES



Bathroom



Kitchen

INTERIOR UNIT EXAMPLES

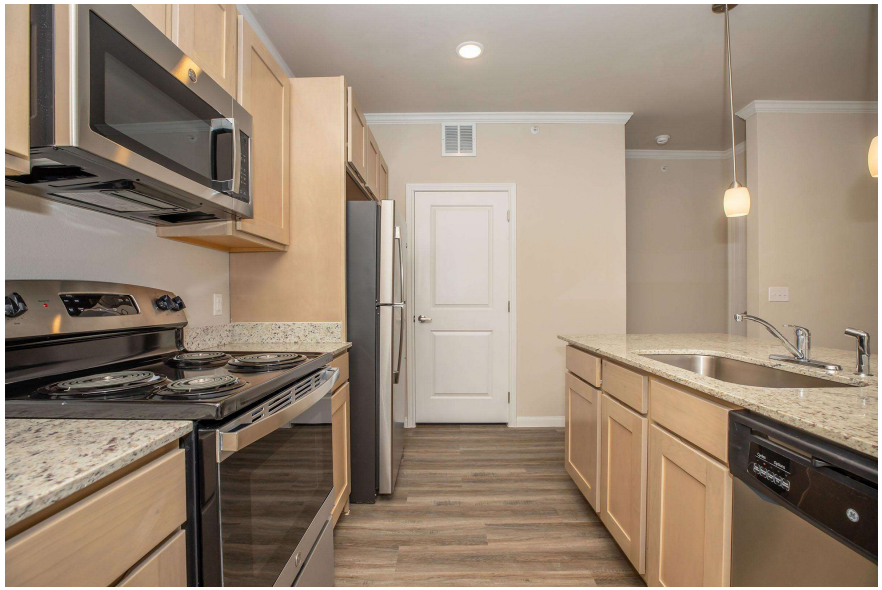


Open Area-Kitchen/Living



Kitchen/Dining

INTERIOR UNIT EXAMPLES



Kitchen



Bathroom

DEVELOPMENT TEAM

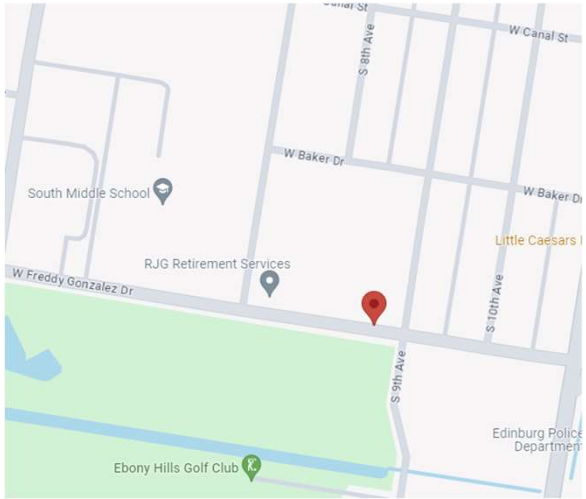
HOUSING LAB by BETCO is a full-service housing development consulting firm, established in 2011. The firm specializes in the securing of funds for the development of affordable housing via programs including: Housing Tax Credits (9% and 4%); HOME; and other public funds. We also provide financial analysis and compliance services.

SWH Consulting LLC is certified by the State of Texas as a Historically Underutilized Business (HUB) and will materially participate in the development and construction of Highland Senior Villas. Sarah Hedrick, Sole Member, has been involved in the Multifamily Real Estate industry for over 30 years with experience in property management, accounting and leasing. Additionally, she has been involved in various roles during construction project management of over 3,051 apartment units.

HOUSING LAB
BY BETCO

www.betcohousinglab.com

HIGHLAND SENIOR VILLAS
- LOCATION -



- HEB Grocery Store - 907 ft
- HEB Pharmacy – 907 ft
- Cenizo Park - 1677 ft
- Edinburg Medical Center– 875 ft
- Edinburg Activity Center - 1070 ft
- Edinburg Spanish SDA (Church) –90 ft
- Michael Sekula Memorial Library – 1414 ft



HIGHLAND SENIOR VILLAS
- TARGET RENT AND INCOME LEVELS -





INCOME LIMITS — 2023 Area Median Income: $56,300

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	$ 10,100	$ 11,540	$ 12,980	$ 14,420	$ 15,580	$ 16,740	$ 17,900	$ 19,040
30	$ 15,150	$ 17,310	$ 19,470	$ 21,630	$ 23,370	$ 25,110	$ 26,850	$ 28,560
40	$ 20,200	$ 23,080	$ 25,960	$ 28,840	$ 31,160	$ 33,480	$ 35,800	$ 38,080
50	$ 25,250	$ 28,850	$ 32,450	$ 36,050	$ 38,950	$ 41,850	$ 44,750	$ 47,600
60	$ 30,300	$ 34,620	$ 38,940	$ 43,260	$ 46,740	$ 50,220	$ 53,700	$ 57,120
70	$ 35,350	$ 40,390	$ 45,430	$ 50,470	$ 54,530	$ 58,590	$ 62,650	$ 66,640
80	$ 40,400	$ 46,160	$ 51,920	$ 57,680	$ 62,320	$ 66,960	$ 71,600	$ 76,160
120	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RENT LIMITS

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	$252	$270	$324	$375	$418	$461
30	$378	$405	$486	$562	$627	$692
40	$505	$541	$649	$750	$837	$923
50	$631	$676	$811	$937	$1,046	$1,154
60	$757	$811	$973	$1,125	$1,255	$1,385
65						
70	$883	$946	$1,135	$1,312	$1,464	$1,616
80	$1,010	$1,082	$1,298	$1,500	$1,674	$1,847

**Income and Rental limits above will not apply to the market rate units*

BENEFITS TO THE TENANTS

- High Quality Affordable Housing
- Interior Unit Features
  - Several Unit Types of 1/1, 2/2
  - Spacious living and dining areas
  - Walk-In Closets
  - Energy-Star Dishwasher and Refrigerator
  - Wood Laminate and Carpet Flooring
  - Washer/Dryer Connections







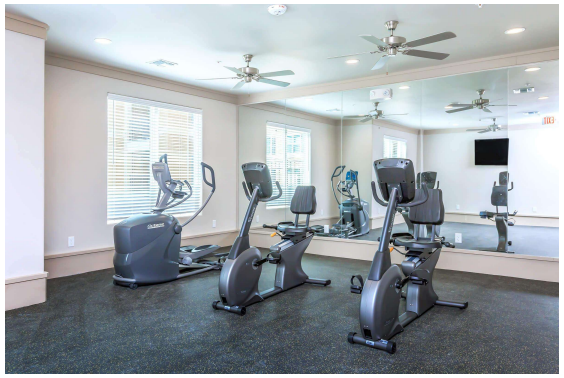
BENEFITS TO THE TENANTS (CONTINUED)

Potential Tenant Amenities

- Exercise and Fitness Room
- Community Business Room
- Pool
- BBQ Grills with Picnic Tables
- Pet Park
- Garden Areas
- Internet Computer Lab and Library
- Planned Resident Activities
- Clubhouse



Community Business Center, Midway Villas, Weslaco



Community Fitness Center, Midway Villas, Weslaco

BENEFITS TO EDINBURG AND HIDALGO COUNTY

Economic Benefits

- Estimated new $18-$20 mill. construction investment
  - Use of local contractors/suppliers if competitive
- Creation of approximately 100-150 jobs during construction
- Creation of at least 4 permanent jobs after construction
- Generation of fees for the City
- New property taxes paid annually to the City, County, School
- New utilities revenues generated for the City
- New sales taxes generated for the City

WHAT WE NEED TO MAKE THIS HAPPEN

1. Resolution of support from the City by Feb. 25th
2. Resolution of funding commitment of $500
    a) We propose waiver of building permit fees
3. Assistance with obtaining a letter of support from the State Representative.
4. We will also speak with local community organizations serving the City to request letters of support

CONTACT INFORMATION

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Texas Grey Oaks

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Housing Lab by BETCO

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Housing Lab by BETCO

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
RESOLUTIONS
Agenda Item No: 9.C.
Resolution: NELAP Certified Lab Project

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2025 Community Project Funding Program to Fund the National Environmental Laboratory Accreditation Program (NELAP) Certified Lab Project and to Execute All Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E, Director of Utilities].

2. **Description:**
The Office of Congresswoman Monica De La Cruz (TX-15) solicited applications for the FY 2025 Community Project Funding Program on January 16, 2024 for projects that address the most significant needs of local communities, provide a significant good, are administered by local governments, and fill a clear and present need in the 15th Congressional District of Texas. The National Environmental Laboratory Accreditation Program (NELAP) Certified Lab Project will allow the City of Edinburg to construct an internal accredited NELAP certified lab to conduct water quality analysis that would otherwise be outsourced. The lab would collect and analyze samples on a monthly basis to ensure water quality requirements are met.

Currently, the City of Edinburg does not have a NELAP certified lab and is limited to the hours of operation of certified laboratories, which is three days a week and is further constrained during holidays.

The grant request is approximately $3,600,000 with an anticipated approximate minimum 20 percent local match at this time of $900,000, for a total project cost of $4,500,000. The match requirement may vary upon the federal review of the project. The matching funds will be appropriated through the FY 2024-2025 Utility Fund. If required to contribute additional non-federal funding toward this project, the City will need to budget local funds accordingly. If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

The submission deadline for this program is on Friday, March 1, 2024. If awarded, the project's timeline is anticipated to be approximately one to two years.

If awarded, procurement will adhere to federal, state, and City procurement policies.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to submit a grant application to the Office of Congresswoman Monica De La Cruz for the FY 2025 Community Project Funding Program to fund the National Environmental Laboratory Accreditation Program (NELAP) Certified Lab Project and to execute all grant documents relating thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Gerardo Carmona, Director

of Utilities

Attachments:

A. Attachment A: Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF EDINBURG, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF CONGRESSWOMAN MONICA DE LA CRUZ FOR THE FISCAL YEAR 2025 COMMUNITY PROJECT FUNDING PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO

WHEREAS, the Office of Congresswoman Monica De La Cruz solicited grant applications for the Fiscal Year 2025 Community Project Funding Program to fill a clear and present need in the 15th Congressional District of Texas; and

WHEREAS, the City of Edinburg finds it is in the best interest of citizens to submit a grant application to the Office of Congresswoman Monica De La Cruz for the National Environmental Laboratory Accreditation Program (NELAP) Certified Lab Project; and

WHEREAS, the grant requires an anticipated approximate minimum 20 percent local match of $900,000; 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 Edinburg City Council agrees that in the event of loss or misuse of the grant funds, the City of Edinburg assures that the funds will be returned to the funding agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant 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 of the City of Edinburg, Texas, authorizes and designates the City Manager as the City's authorized official to submit a grant application for the Fiscal Year 2025 Community Project Funding Program, and to execute all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part, or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 20th day of February 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: February 20, 2024
APPOINTMENTS
Agenda Item No: 10.A.
Appointments

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, Four Members; and Edinburg Little League, One Member. [Clarice Y. Balderas, City Secretary]

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

Downtown District Steering Committee (4 Members)- Function: To identify the areas of ownership and zoning, finance and economic development, community use, compare similar communities and conduct community outreach practices. The Committee shall provide innovative ideas and activities for the future redevelopment of the Downtown District.

Present Member(s): None

Applicant(s): Elias Espinoza

Edinburg Little League (1 Member) - Function: The Board shall have full power to adopt bylaws for the regulation of its business and affairs. It shall have the duty of exercising general supervision over a comprehensive program of the Little League baseball and softball recreation activities and services in the city. The Board shall have like powers and duties with reference to other public or privately run Little League chartered programs.

Present Member(s): Henry Mayo

Applicant(s): Javier Salazar, Nancy Ramirez, Herman Otis Powers, III,

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

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

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

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

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

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, Four Members; and Edinburg Little League, One Member.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Sarah Bryan
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.A.
Resolution: Investment Policy

1. **Agenda Item:**
Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]

2. **Description:**
Under the Public Funds Investment Act, Article 342a-2 V.T.C.S. (The "Act"), the City Council of the City of Edinburg shall review and adopt, by resolution, its investment strategy and policy at least annually. The City Council must adopt an investment policy which will designate its investment officers to manage local funds and submit to the governing body, quarterly and annual investment reports. All investments made on behalf of the City of Edinburg must comply with the "Public Funds Investment Act" and all federal, state and local statutes, rules or regulations. Since 1997, the Act has required that the governing body approve the investment training sessions. City staff has performed the annual review of the City of Edinburg's Investment Policy and Strategy and acknowledges that the policy attached is in full compliance with the current Public Funds Investments Act.

3. **Staff's Recommendation:**
Approve Resolution Approving Annual Review of the City of Edinburg's Investment Policy.

Reviewed by:		**Prepared by:**
Nelda Ramirez, Assistant City Manager	Final Approval - 2/16/2024	Ascencion Alonzo, Finance Director

Attachments:
A. Investment Policy Resolution
B. Investment Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF EDINBURG, TEXAS APPROVING AN INVESTMENT POLICY

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act, requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Public Funds Investment Act requires the investment officers of the City to attend investment training; and

WHEREAS, the City of Edinburg approves of the investment training from an independent source that will be approved or endorsed by either the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League or the North Central Texas Council of Governments; and

WHEREAS, the investment officers of the City have attended an investment training course sponsored by the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments as required by the Public Funds Investment Act; and

WHEREAS, the investment policy, attached as Exhibit A, complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments.

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

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. That the City of Edinburg has complied with the requirements of the Public Funds Investment Act, and the Investment Policy attached hereto is hereby adopted as the investment policy of the City effective February 20, 2024.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at the regular meeting on the 20th day of February, 2024, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

EDINBURG, TEXAS

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas,
City Secretary

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

_____
Omar Ochoa, City Attorney

Investment Policy

I. Scope

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

Pooling of Funds Except for cash in certain restricted and special funds, City of Edinburg will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

    a) **Credit Risk** City of Edinburg will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

    - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
    - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which City of Edinburg will do business
    - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

    b) **Interest Rate Risk** City of Edinburg will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

    - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
    - Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

    - A security with declining credit may be sold early to minimize loss of principal.
    - A security swap would improve the quality, yield, or target duration in the portfolio.
    - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

   Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probably income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in

financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of City of Edinburg.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the City Council, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the Director of Finance, City Manager, and/or Assistant City Manager, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Financial Dealers and Institutions

1. **Authorized Financial Dealer and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of $10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

   All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

   - Audited financial statements
   - Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
   - Proof of state registration, as appropriate
   - Completed broker/dealer questionnaire, as appropriate
   - Certification of having read and understood the City of Edinburg investment policy.

   An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Investment Advisors** The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the City. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City of Edinburg, however, retains ultimate responsibility as fiduciary of its assets.

V. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Edinburg are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimated and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following point:

1. Controls of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the

release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

9. At least three bids or offers must be solicited for all other transactions involving individual securities. The City's investment advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

VI. Investment Training

Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

VII. Suitable and Authorized Investments

In accordance with authorizing Federal and State laws, the Trust Agreements, the City's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the City may utilize the following investments for the investment of the City's funds:

Obligations of or Guaranteed by Governmental Entities

a) Obligations of the United States or its agencies and instrumentalities, excluding mortage-backed securities.

b) Direct obligations of the State of Texas or its agencies and Instrumentalities.

c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office,

or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the City.

In addition to City of Edinburg to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by City of Edinburg through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by City of Edinburg as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.

2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of City of Edinburg.

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. City of Edinburg appoints the depository institution selected by City of Edinburg under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back, at a future date, obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The City requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total City's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total City's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to

the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The City is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the City's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the City is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The City may invest its funds and funds under its control through an eligible investment pool if the City Council by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The City may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

1) The types of investments in which money is allowed to be invested.

2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

3) The maximum stated maturity date any investment security within the portfolio has.

4) The objectives of the pool.

5) The size of the pool.

6) The names of the members of the advisory board of the pool and the dates their terms expire.

7) The custodian bank that will safe keep the pool's assets.

8) Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.
9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

10) The name and address of the independent auditor of the pool.

11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested.

2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.

3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.

4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.

5) The size of the pool.

6) The number of participants in the pool.

7) The custodian bank that is safekeeping the assets of the pool.

8) A listing of daily transaction activity of the City in the pool.

9) The yield and expense ratio of the pool.

10) The portfolio managers of the pool.

11) Any changes or addenda to the offering circular.

The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:

1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or

2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1) Has a defined termination date;

2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;

3) Is pledged to the City and deposited with the City or with a third party selected and approved by the City; and

4) Meets the following requirements:

a) The City Council of the City must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

b) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

c) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VIII. Investment Parameters

a) **Diversification** The investments shall be diversified by:

i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),

ii. limiting investment in securities that have higher credit risks,

iii. investing in securities with varying maturities, and

iv. continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

b) **Maximum Maturities** To the extent possible, City of Edinburg shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Edinburg will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. City of Edinburg shall adopt weighted

average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

IX. Reporting

a. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow City of Edinburg to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:

    i. Listing of individual securities held at the end of the reporting period.

    ii. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).

    iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.

    iv. Listing of investment by maturity date.

    v. Percentage of the total portfolio which each type of investment represents.

b. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

c. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

a. **Existing Securities Exemption** The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)

b. **Downgrade Provision** The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.

c. **Hold to Maturity** It is the City's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the City.

d. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

XI. Investment Strategy for Bond Funds

Investment Strategy for Bond Funds The strategy and objectives for the investment of bond proceeds shall be to:

a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.

b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.

c. Limit market and credit risk through diversification.

d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.B.
Quarterly Investment Reports

1. **Agenda Item:**
Approval of the Quarterly Investment Reports for Periods Ending June 30, 2023, September 30, 2023, and December 31, 2023, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

2. **Description:**
In accordance with the Public Funds Investment Act (Chapter 2256), I hereby submit the Quarterly Investment Reports for your review and acceptance. The reports are in full compliance with the investment strategies as established in the City of Edinburg's Investment Policy and the Public Funds Investment Act (Chapter 2256).

3. **Staff's Recommendation:**
Approval of Quarterly Investment Reports for periods ending June 30, 2023, September 30, 2023, and December 31, 2023.

Reviewed by:		**Prepared by:**
Nelda Ramirez, Assistant City Manager	Final Approval - 2/16/2024	Ascencion Alonzo, Finance Director

Attachments:
A. Quarterly Investment Reports

THE CITY OF Edinburg

February 20, 2024

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending December 2023/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled $135,446,134.70 which included internal transfers-out totaling $1,353,833.23 and interest earned totaling $1,764,708.08.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING DECEMBER 31, 2023

		Texpool Investment Pool
COST		
Beginning Balance	$	135,035,259.85
Additions:		
Interfund Transfers-out		(1,353,833.23)
Contributions		-
Investment earnings-Texpool		1,764,708.08
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	135,446,134.70
MARKET VALUE		
Beginning Balance	$	135,037,804.81
Ending Balance	$	135,451,552.55
Weighted Average Maturity- Texpool		35
Texpool-Weighted Average Yield		5.37%

CITY OF EDNBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING DECEMBER 31, 2023

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	$ 3,351,097.54	$ 45,536.24	$ -	$ -	$ 3,396,633.78	$ 3,396,769.65
Utility I & S #7938100007	2,283,880.99	31,034.46	-	-	2,314,915.45	2,315,008.05
Pooled Cash Operating #7938100040	57,988,948.01	547,771.51	(48,631,605.97)	-	9,905,113.55	9,905,509.75
Pooled Cash Contingency #7938100041	35,858,245.66	487,258.27	-	-	36,345,503.93	36,346,957.75
Utility Fund Rev Bond Series 2021 #7938100043	8,561,750.19	116,340.94	-	-	8,678,091.13	8,678,438.25
SWM Fund CO Series 2021 #7938100044	10,537,528.71	149,543.49	1,800,000.00	-	12,487,072.20	12,487,571.68
American Rescue Plan Act of 2021 #7938100045	10,031,715.47	136,315.61	-	-	10,168,031.08	10,168,437.80
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	6,422,093.28	87,266.44	-	-	6,509,359.72	6,509,620.09
General #7938100047	-	9,649.74	2,116,003.88	-	2,125,653.62	2,125,738.65
Hotel Occupancy Tax #7938100049	-	442.50	1,000,000.00	-	1,000,442.50	1,000,482.52
Municipal Court Special Revenue #7938100050	-	221.25	500,000.00	-	500,221.25	500,241.26
C.O. Series 2021A #7938100054	-	50,565.26	11,088,016.85	-	11,138,582.11	11,139,027.65
Debt Service #7938100055	-	1,548.69	3,500,000.00	-	3,501,548.69	3,501,688.75
Solid Waste Management #7938100057	-	10,478.09	4,103,593.02	-	4,114,071.11	4,114,235.67
Developers Trust Escrow #7938100061	-	8,388.22	5,000,000.00	-	5,008,388.22	5,008,588.56
G.O. Series 2019 #7938100062	-	82,347.37	18,170,158.99	-	18,252,506.36	18,253,236.46
Total	**$ 135,035,259.85**	**$ 1,764,708.08**	**$ (1,353,833.23)**	**$ -**	**$ 135,446,134.70**	**$ 135,451,552.55**

Texpool Investments Detail Activity
Quarter Ending December 31, 2023

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	3,351,097.54	15,252.03	0.00	0.00	0.00	3,366,349.57
November	3,366,349.57	14,864.68	0.00	0.00	0.00	3,381,214.25
December	3,381,214.25	15,419.53	0.00	0.00	0.00	3,396,633.78
		45,536.24	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	2,283,880.99	10,394.77	0.00	0.00	0.00	2,294,275.76
November	2,294,275.76	10,130.76	0.00	0.00	0.00	2,304,406.52
December	2,304,406.52	10,508.93	0.00	0.00	0.00	2,314,915.45
		31,034.46	0.00	0.00	0.00	

POOLED CASH OPERATING #7938100040

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	57,988,948.01	262,605.14	0.00	(1,000,000.00)		57,251,553.15
November	57,251,553.15	230,037.40	0.00	(8,500,000.00)	0.00	48,981,590.55
December	48,981,590.55	55,128.97	0.00	(39,131,605.97)	0.00	9,905,113.55
		547,771.51	0.00	(48,631,605.97)	0.00	

POOLED CASH CONTINGENCY #7938100041

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	35,858,245.66	163,203.57	0.00	0.00	0.00	36,021,449.23
November	36,021,449.23	159,058.80	0.00	0.00	0.00	36,180,508.03
December	36,180,508.03	164,995.90	0.00	0.00	0.00	36,345,503.93
		487,258.27	0.00	0.00	0.00	

UTILITY FUND REV BOND SERIES 2021 $7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	8,561,750.19	38,967.56	0.00	0.00	0.00	8,600,717.75
November	8,600,717.75	37,977.92	0.00	0.00	0.00	8,638,695.67
December	8,638,695.67	39,395.46	0.00	0.00	0.00	8,678,091.13
		116,340.94	0.00	0.00	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	10,537,528.71	47,960.04	0.00	0.00	0.00	10,585,488.75
November	10,585,488.75	46,742.03	0.00	0.00	0.00	10,632,230.78
December	10,632,230.78	54,841.42	0.00	1,800,000.00	0.00	12,487,072.20
		149,543.49	0.00	1,800,000.00	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	10,031,715.47	45,657.87	0.00		0.00	10,077,373.34
November	10,077,373.34	44,498.39	0.00	0.00	0.00	10,121,871.73
December	10,121,871.73	46,159.35	0.00	0.00	0.00	10,168,031.08
		136,315.61	0.00	0.00	0.00	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	6,422,093.28	29,229.28	0.00		0.00	6,451,322.56
November	6,451,322.56	28,486.91	0.00	0.00	0.00	6,479,809.47
December	6,479,809.47	29,550.25	0.00	0.00	0.00	6,509,359.72
		87,266.44	0.00	0.00	0.00	

GENERAL #7938100047

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	9,649.74	0.00	2,116,003.88	0.00	2,125,653.62
		9,649.74	0.00	2,116,003.88	0.00	

HOTEL OCCUPANCY TAX #7938100049

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	442.50	0.00	1,000,000.00	0.00	1,000,442.50
		442.50	0.00	1,000,000.00	0.00	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	221.25	0.00	500,000.00	0.00	500,221.25
		221.25	0.00	500,000.00	0.00	

C.O. SERIES 2021A #7938100054

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	50,565.26	0.00	11,088,016.85	0.00	11,138,582.11
		50,565.26	0.00	11,088,016.85	0.00	

DEBT SERVICE #7938100055

		Income				
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	1,548.69	0.00	3,500,000.00	0.00	3,501,548.69
		1,548.69	0.00	3,500,000.00	0.00	

SOLID WASTE MANAGEMENT #7938100057

		Income				
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	10,478.09	0.00	4,103,593.02	0.00	4,114,071.11
		10,478.09	0.00	4,103,593.02	0.00	

DEVELOPERS TRUST ESCROW #7938100061

		Income				
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	8,388.22	0.00	5,000,000.00	0.00	5,008,388.22
		8,388.22	0.00	5,000,000.00	0.00	

G.O. S SERIES 2019 #7938100062

		Income				
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	0.00	0.00	0.00		0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	82,347.37	0.00	18,170,158.99	0.00	18,252,506.36
		82,347.37	0.00	18,170,158.99	0.00	



Monthly Newsletter: December 2023

ANNOUNCEMENTS

TexPool Direct Check Purchase Acceptance

Based on participant feedback, effective December 1, 2023, TexPool now offers direct check purchases into TexPool and TexPool Prime. Please send checks to one of the addresses below or contact TexPool Participant Services to learn more.

Regular Mail:
TexPool Participant Services
PO Box 219198
Kansas City, MO 64121-9198

Overnight Delivery:
TexPool Participant Services
430 W 7th Street Suite 219198
Kansas City, MO 64105-1407

We welcome the following entities who joined TexPool in November 2023:

TexPool

- Bexar County ESD 5
- Hale Center ISD
- Carthage ISD
- Kemah Volunteer Fire Department
- Bee Groundwater Conservation District
- City of Little River - Academy
- Nasa Area Management District

TexPool *Prime*

- Bexar County ESD 5
- Hale Center ISD
- Carthage ISD
- Kemah Volunteer Fire Department
- Bee Groundwater Conservation District
- Quinlan ISD
- Winters ISD
- City of Little River - Academy
- Nasa Area Management District

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Sharon Matthews
David Garcia
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Cutting through the noise

December 1, 2023

Perhaps Bloomberg should create a Fickle Index. Or an Overreaction Indicator. The Volatility Index (VIX) and the Merrill Lynch Option Volatility Estimate (MOVE) capture market turbulence, but November brought yet another case of the capriciousness of the financial markets during this Federal Reserve tightening cycle.

It seemed sanguine investors had finally capitulated in early fall after the Fed's September Summary of Economic Projections (SEP) showed an additional quarter-point hike by year-end and raised the median rate for 2024 (5.1%) and 2025 (3.9%). In October, gloom pervaded. A surge in long-term Treasury yields indicated markets felt that the Fed's push to vanquish inflation would send the U.S. economy into recession.

Then came the November Federal Open Market Committee (FOMC) meeting, in which the policymakers again held the target range at 5.25-50%. Investors viewed this as dovish, even though Chair Jerome Powell stated they would not consider the rise in long-term yields a substitute for policy action. After further declines of the major measures of inflation, softening tone of some Fed speakers and deteriorating employment data, investors completed their sharp shift. Fed funds futures went from anticipating modest easing in 2024 to predicting four quarter-point cuts. Stocks and bonds rallied. Perhaps a Whiplash Index is also in order.

(continued page 6)

Performance as of November 30, 2023

	TexPool	TexPool *Prime*
Current Invested Balance	$28,564,822,439	$12,289,888,272
Weighted Average Maturity**	40 Days	48 Days
Weighted Average Life**	104 Days	79 Days
Net Asset Value	1.00003	1.00024
Total Number of Participants	2,821	538
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$128,194,286.20	$56,062,844.71
Management Fee Collected	$954,926.77	$485,010.02
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$29,046,035,270	$12,159,314,463
Average Monthly Rate*	5.37%	5.61%
Average Weighted Average Maturity**	37	46
Average Weighted Average Life**	98	81

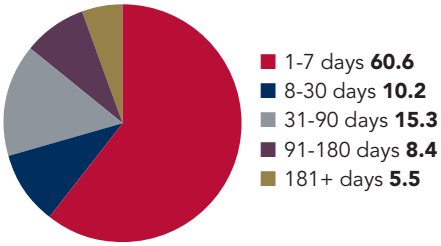
**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com
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G35884-24 (12/23)

Managed and Serviced by Federated Hermes

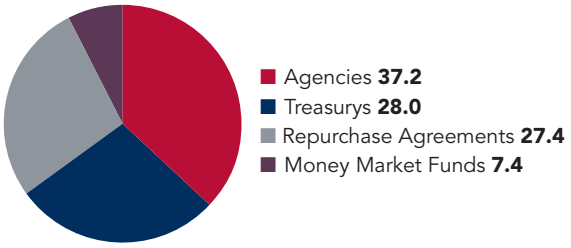
Portfolio by Maturity (%)

As of November 30, 2023



Portfolio by Type of Investment (%)

As of November 30, 2023



Portfolio Asset Summary as of November 30, 2023

	Book Value	Market Value
Uninvested Balance	-$181.11	-$181.11
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	99,606,461.76	99,606,461.76
Interest and Management Fees Payable	-128,194,440.27	-128,194,440.27
Payable for Investments Purchased	-45,000,000.00	-45,000,000.00
Accrued Expenses & Taxes	-36,209.83	-36,209.83
Repurchase Agreements	7,851,886,000.00	7,851,886,000.00
Mutual Fund Investments	2,112,085,200.00	2,112,085,200.00
Government Securities	10,647,036,993.16	10,646,311,014.88
US Treasury Bills	6,342,671,890.58	6,343,482,534.33
US Treasury Notes	1,684,761,589.56	1,685,467,410.35
Total	**$28,564,817,303.85**	**$28,565,607,790.11**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	620	$8,744,178,377.10
Higher Education	60	$1,388,936,839.10
County	198	$3,228,521,232.61
Healthcare	92	$1,460,549,019.21
Utility District	922	$4,525,668,493.00
City	499	$7,535,340,295.02
Emergency Districts	106	$335,360,402.47
Economic Development Districts	89	$193,944,978.32
Other	235	$1,152,242,209.33

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

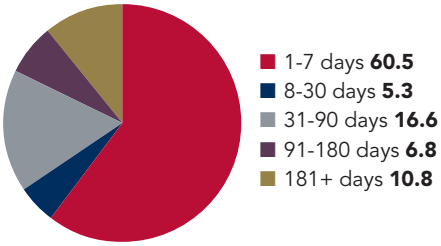
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
11/1	5.3633%	0.000146941	$29,726,433,690.91	0.99993	30	89
11/2	5.3634%	0.000146943	$29,717,028,865.25	0.99994	32	91
11/3	5.3667%	0.000147033	$29,723,165,109.81	0.99997	33	92
11/4	5.3667%	0.000147033	$29,723,165,109.81	0.99997	33	92
11/5	5.3667%	0.000147033	$29,723,165,109.81	0.99997	33	92
11/6	5.3647%	0.000146978	$29,667,920,756.47	0.99997	31	92
11/7	5.3630%	0.000146932	$29,669,105,470.06	0.99997	33	93
11/8	5.3641%	0.000146963	$29,560,845,504.18	0.99997	33	94
11/9	5.3644%	0.000146971	$29,488,524,407.64	0.99994	33	94
11/10	5.3662%	0.000147018	$29,574,824,238.54	0.99997	36	95
11/11	5.3662%	0.000147018	$29,574,824,238.54	0.99997	36	95
11/12	5.3662%	0.000147018	$29,574,824,238.54	0.99997	36	95
11/13	5.3681%	0.000147072	$29,594,474,452.83	0.99996	34	93
11/14	5.3699%	0.000147120	$29,512,187,714.47	1.00000	37	94
11/15	5.3718%	0.000147173	$29,151,657,177.72	1.00000	40	99
11/16	5.3727%	0.000147197	$29,063,218,832.33	0.99999	39	98
11/17	5.3758%	0.000147282	$28,466,956,255.54	1.00001	40	100
11/18	5.3758%	0.000147282	$28,466,956,255.54	1.00001	40	100
11/19	5.3758%	0.000147282	$28,466,956,255.54	1.00001	40	100
11/20	5.3773%	0.000147322	$28,350,234,146.34	1.00001	40	101
11/21	5.3758%	0.000147281	$28,265,328,683.01	1.00002	41	106
11/22	5.3769%	0.000147313	$28,177,273,448.94	1.00001	41	106
11/23	5.3769%	0.000147313	$28,177,273,448.94	1.00001	41	106
11/24	5.3776%	0.000147331	$28,579,656,891.49	1.00001	41	105
11/25	5.3776%	0.000147331	$28,579,656,891.49	1.00001	41	105
11/26	5.3776%	0.000147331	$28,579,656,891.49	1.00001	41	105
11/27	5.3813%	0.000147432	$28,594,234,961.21	1.00001	40	103
11/28	5.3836%	0.000147495	$28,534,420,026.58	1.00003	41	104
11/29	5.3940%	0.000147782	$28,532,266,598.20	1.00002	41	104
11/30	5.3819%	0.000147449	$28,564,822,439.07	1.00003	40	104
Average:	**5.3724%**	**0.000147189**	**$29,046,035,270.34**	**0.99999**	**37**	**98**

TexPool *Prime*

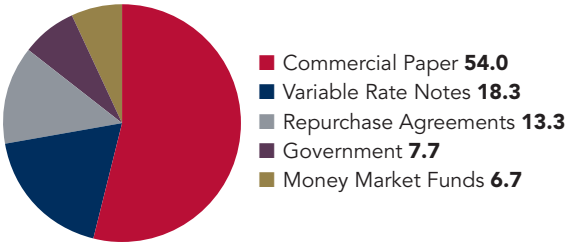
Portfolio by Maturity (%)

As of November 30, 2023



Portfolio by Type of Investment (%)

As of November 30, 2023



Portfolio Asset Summary as of November 30, 2023

	Book Value	Market Value
Uninvested Balance	$762.23	$762.23
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	20,047,967.83	20,047,967.83
Interest and Management Fees Payable	-56,062,844.54	-56,062,844.54
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-20,783.16	-20,783.16
Repurchase Agreements	1,640,755,000.00	1,640,755,000.00
Commercial Paper	6,660,435,264.56	6,662,451,512.50
Mutual Fund Investments	830,153,483.22	830,192,037.96
Government Securities	942,574,847.85	942,617,307.00
Variable Rate Notes	2,252,000,000.00	2,252,893,417.10
Total	**$12,289,883,697.99**	**$12,292,874,376.92**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	151	$3,574,131,270.50
Higher Education	19	$848,886,172.85
County	51	$925,790,460.37
Healthcare	20	$488,079,133.47
Utility District	64	$482,379,213.36
City	105	$2,734,150,291.60
Emergency Districts	27	$89,667,293.46
Economic Development Districts	19	$32,256,139.11
Other	82	$3,114,535,916.55

TexPool *Prime*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
11/1	5.5976%	0.000153360	$12,360,779,932.93	1.00002	41	77
11/2	5.6039%	0.000153531	$12,361,450,540.66	1.00005	44	79
11/3	5.6059%	0.000153585	$12,392,492,010.28	0.99992	45	81
11/4	5.6059%	0.000153585	$12,392,492,010.28	0.99992	45	81
11/5	5.6059%	0.000153585	$12,392,492,010.28	0.99992	45	81
11/6	5.6096%	0.000153687	$12,316,202,778.53	1.00009	43	80
11/7	5.6085%	0.000153657	$12,335,084,072.77	1.00008	42	78
11/8	5.6108%	0.000153721	$12,310,333,742.22	1.00008	42	78
11/9	5.6131%	0.000153784	$12,147,598,837.52	1.00009	45	81
11/10	5.6149%	0.000153834	$12,159,777,200.67	0.99993	45	82
11/11	5.6149%	0.000153834	$12,159,777,200.67	0.99993	45	82
11/12	5.6149%	0.000153834	$12,159,777,200.67	0.99993	45	82
11/13	5.6135%	0.000153795	$12,195,565,123.56	1.00007	43	79
11/14	5.6149%	0.000153833	$12,125,350,737.67	1.00013	43	79
11/15	5.6138%	0.000153804	$12,075,428,406.78	1.00015	43	79
11/16	5.6060%	0.000153589	$12,086,019,658.19	1.00014	43	78
11/17	5.6180%	0.000153918	$12,007,544,464.13	0.99999	49	83
11/18	5.6180%	0.000153918	$12,007,544,464.13	0.99999	49	83
11/19	5.6180%	0.000153918	$12,007,544,464.13	0.99999	49	83
11/20	5.6194%	0.000153956	$12,007,378,780.43	1.00016	48	81
11/21	5.6190%	0.000153944	$12,007,826,847.55	1.00016	49	82
11/22	5.6200%	0.000153972	$11,931,695,303.12	1.00010	49	82
11/23	5.6200%	0.000153972	$11,931,695,303.12	1.00010	49	82
11/24	5.6204%	0.000153984	$11,989,473,600.20	1.00003	51	84
11/25	5.6204%	0.000153984	$11,989,473,600.20	1.00003	51	84
11/26	5.6204%	0.000153984	$11,989,473,600.20	1.00003	51	84
11/27	5.6191%	0.000153948	$12,073,180,556.87	1.00016	48	81
11/28	5.6156%	0.000153852	$12,230,467,273.63	1.00016	48	80
11/29	5.6164%	0.000153873	$12,345,625,908.42	1.00023	48	79
11/30	5.6159%	0.000153859	$12,289,888,272.44	1.00024	48	79
Average:	**5.6138%**	**0.000153803**	**$12,159,314,463.41**	**1.00006**	**46**	**81**

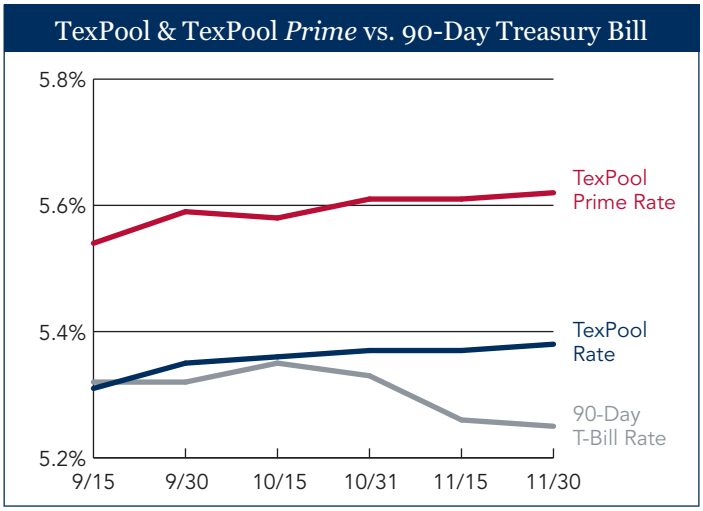
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

We don't think the about-face is justified. Again and again, policymakers have pushed back on wishful thinking. At the Jackson Hole symposium, Powell even took the time to squash the notion that they secretly adjusted their inflation target from 2% to 3%. The markets are hoping for a Grand Teton-like peak in rates; we think it will resemble Mesa Verde. So, we are positioning our portfolios for a higher-for-longer scenario, expecting a rate cut only in late 2024. The strength of the economy—recently the Commerce Department revised third-quarter gross domestic product (GDP) growth up to a robust 5.2%—supports that stance.

The November jobs report will be crucial. Not so much for the FOMC decision on Dec. 13, which will almost certainly result in no change, but for the updated SEP, which forecasts rates, GDP, labor and inflation. Our positioning will be based on that critical release, regardless of whether or not the markets ignore it.

Let's not forget that the ongoing reduction of the Fed's balance sheet is contractionary. This consistent collateral, combined with the Treasury Department's vast bill issuance of late, is offering cash managers attractive yields.

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.39%, 5.40%, 5.40% and 5.13%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.37%, 5.57%, 5.65% and 5.70%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

THE CITY OF Edinburg

February 20, 2024

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending September 2023/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled $135,035,259.85 which included internal transfers-in totaling $13,847,155.78 and interest earned totaling $1,668,441.10.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING SEPTEMBER 30, 2023

		Texpool Investment Pool
COST		
Beginning Balance	$	119,519,662.97
Additions:		
Interfund Transfers-in		13,847,155.78
Contributions		-
Investment earnings-Texpool		1,668,441.10
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	135,035,259.85
MARKET VALUE		
Beginning Balance	$	119,521,878.28
Ending Balance	$	135,037,804.81
Weighted Average Maturity- Texpool		25
Texpool-Weighted Average Yield		5.25%

CITY OF EDNBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING SEPTEMBER 30, 2023

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	$ 3,307,146.94	$ 43,950.60	$ -	$ -	$ 3,351,097.54	$ 3,351,231.58
Utility I & S #7938100007	2,253,927.24	29,953.75	-	-	2,283,880.99	2,283,972.35
Pooled Cash Operating #7938100040	49,821,701.78	651,556.40	7,515,689.83	-	57,988,948.01	57,991,267.57
Pooled Cash Contingency #7938100041	35,387,954.26	470,291.40	-	-	35,858,245.66	35,858,245.66
Utility Fund Rev Bond Series 2021 #7938100043	8,449,460.30	112,289.89	-	-	8,561,750.19	8,561,750.19
SWM Fund CO Series 2021 #7938100044	10,399,325.88	138,202.83	-	-	10,537,528.71	10,537,528.71
American Rescue Plan Act of 2021 #7938100045	9,900,146.57	131,568.90	-	-	10,031,715.47	10,031,715.47
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	-	90,627.33	6,331,465.95	-	6,422,093.28	6,422,093.28
Total	**$ 119,519,662.97**	**$ 1,668,441.10**	**$ 13,847,155.78**	**$ -**	**$ 135,035,259.85**	**$ 135,037,804.81**

Texpool Investments Detail Activity
Quarter Ending September 30, 2023

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	3,307,146.94	14,391.65	0.00	0.00	0.00	3,321,538.59
August	3,321,538.59	14,964.85	0.00	0.00	0.00	3,336,503.44
September	3,336,503.44	14,594.10	0.00	0.00	0.00	3,351,097.54
		43,950.60	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	2,253,927.24	9,808.40	0.00	0.00	0.00	2,263,735.64
August	2,263,735.64	10,199.02	0.00	0.00	0.00	2,273,934.66
September	2,273,934.66	9,946.33	0.00	0.00	0.00	2,283,880.99
		29,953.75	0.00	0.00	0.00	

POOLED CASH OPERATING #7938100040

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	49,821,701.78	216,808.42	0.00	0.00	0.00	50,038,510.20
August	50,038,510.20	225,443.43	0.00	0.00	0.00	50,263,953.63
September	50,263,953.63	209,304.55	0.00	7,515,689.83	0.00	57,988,948.01
		651,556.40	0.00	7,515,689.83	0.00	

POOLED CASH CONTINGENCY #7938100041

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	35,387,954.26	153,997.28	0.00	0.00	0.00	35,541,951.54
August	35,541,951.54	160,130.60	0.00	0.00	0.00	35,702,082.14
September	35,702,082.14	156,163.52	0.00	0.00	0.00	35,858,245.66
		470,291.40	0.00	0.00	0.00	

UTILITY FUND REV BOND SERIES 2021 #7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	8,449,460.30	36,769.40	0.00	0.00	0.00	8,486,229.70
August	8,486,229.70	38,233.87	0.00	0.00	0.00	8,524,463.57
September	8,524,463.57	37,286.62	0.00	0.00	0.00	8,561,750.19
		112,289.89	0.00	0.00	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	10,399,325.88	45,254.67	0.00	0.00	0.00	10,444,580.55
August	10,444,580.55	47,056.99	0.00	0.00	0.00	10,491,637.54
September	10,491,637.54	45,891.17	0.00	0.00	0.00	10,537,528.71
		138,202.83	0.00	0.00	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	9,900,146.57	43,082.34	0.00		0.00	9,943,228.91
August	9,943,228.91	44,798.19	0.00	0.00	0.00	9,988,027.10
September	9,988,027.10	43,688.37	0.00	0.00	0.00	10,031,715.47
		131,568.90	0.00	0.00	0.00	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	0.00	8,381.26	0.00	14,384,465.95	0.00	14,392,847.21
August	14,392,847.21	54,277.70	0.00	(8,053,000.00)	0.00	6,394,124.91
September	6,394,124.91	27,968.37	0.00	0.00	0.00	6,422,093.28
		90,627.33	0.00	6,331,465.95	0.00	



Monthly Newsletter: September 2023

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in August 2023:

TexPool

Walker County ESD No 3
Marshall Independent School District
Montgomery County MUD 174
City of New Boston
Blanco-Pedernales Groundwater Conservation District
Ellis County Emergency Services District

TexPool *Prime*

Walker County ESD No 3
Marshall Independent School District
Montgomery County MUD 174
City of New Boston
Blanco-Pedernales Groundwater Conservation District
Ellis County Emergency Services District

Upcoming Events

September 18, 2023 - September 21, 2023
75th Annual County Treasurers' Association of Texas Conference
McAllen, TX

September 29, 2023 - October 1, 2023
Texas Association of School Administrators/Texas Association of School Boards Annual Conference 2023
Dallas, TX

October 4, 2023 - October 6, 2023
2023 Texas Municipal League Annual Conference
Dallas, TX

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Sharon Matthews
David Garcia
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Pushback

September 1, 2023

The Federal Reserve's annual central-bank symposium at Jackson Hole, Wyo. is essentially an FOMC meeting minus an actual decision, with statements coming from interviews with many members and remarks by the chair. The conference that took place last week was remarkably similar to last year's, with tough talk about slaying inflation and projections of the next policy action. To that end, Chair Jerome Powell referenced his terse and hawkish 2022 speech in his keynote—no doubt to emphasize the Fed has lost none of its commitment. "The message is the same: It is the Fed's job to bring inflation down to our 2% goal, and we will do so."

But unlike last year, when the rate path was extraordinarily steep, Powell seemed to equivocate, outlining the conditions that would prompt the Fed to consider further hikes without promising any. The conditions are, of course, economic data. But one got the feeling he was returning to the tactic of providing forward guidance. The markets once again are disregarding Fedspeak, pricing in no fewer than four quarter-point cuts in 2024. Powell's real message was to disabuse investors of this view. In so many words, expect higher for longer.

(continued page 6)

Performance as of August 31, 2023

	TexPool	TexPool *Prime*
Current Invested Balance	$29,245,867,923	$12,804,550,195
Weighted Average Maturity**	23 Days	32 Days
Weighted Average Life**	86 Days	67 Days
Net Asset Value	0.99984	0.99999
Total Number of Participants	2,800	513
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$131,770,097.22	$54,243,151.36
Management Fee Collected	$1,011,332.19	$465,947.69
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$29,259,740,644	$11,481,967,603
Average Monthly Rate*	5.30%	5.56%
Average Weighted Average Maturity**	24	37
Average Weighted Average Life**	87	77

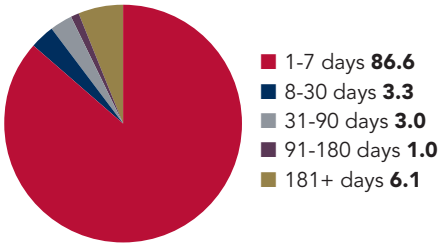
**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com
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G35884-24 (9/23)

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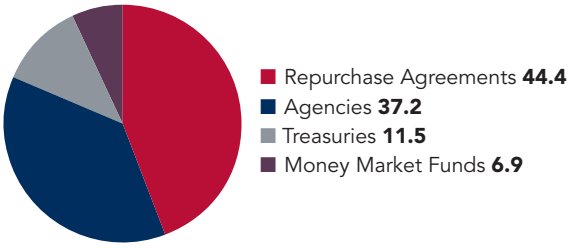
Portfolio by Maturity (%)

As of August 31, 2023



Portfolio by Type of Investment (%)

As of August 31, 2023



Portfolio Asset Summary as of August 31, 2023

	Book Value	Market Value
Uninvested Balance	$5,228,692.52	$5,228,692.52
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	137,735,646.41	137,735,646.41
Interest and Management Fees Payable	-131,780,051.07	-131,780,051.07
Payable for Investments Purchased	-124,999,999.99	-124,999,999.99
Accrued Expenses & Taxes	-32,127.84	-32,127.84
Repurchase Agreements	13,019,878,000.00	13,019,878,000.00
Mutual Fund Investments	2,025,085,200.00	2,025,085,200.00
Government Securities	10,926,131,011.11	10,920,912,044.47
US Treasury Bills	1,948,686,863.20	1,948,578,912.51
US Treasury Notes	1,439,934,689.08	1,440,656,985.65
Total	**$29,245,867,923.42**	**$29,241,263,302.66**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	616	$9,228,475,680.39
Higher Education	60	$1,478,336,676.04
County	197	$3,422,443,158.05
Healthcare	92	$1,593,403,623.86
Utility District	916	$4,514,578,206.29
City	496	$7,317,483,977.12
Emergency Districts	104	$392,942,874.40
Economic Development Districts	89	$187,071,922.33
Other	230	$1,111,122,689.50

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

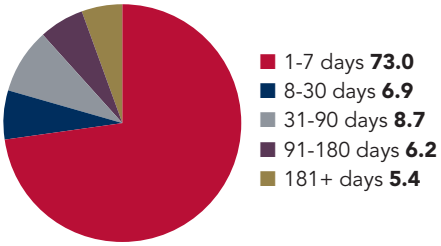
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
8/1	5.2979%	0.000145148	$29,050,611,878.20	0.99977	25	90
8/2	5.2957%	0.000145089	$29,129,199,697.97	0.99978	25	90
8/3	5.2816%	0.000144702	$29,042,405,779.94	0.99978	25	90
8/4	5.2840%	0.000144767	$28,933,508,937.20	0.99980	26	90
8/5	5.2840%	0.000144767	$28,933,508,937.20	0.99980	26	90
8/6	5.2840%	0.000144767	$28,933,508,937.20	0.99980	26	90
8/7	5.2838%	0.000144761	$28,896,965,106.16	0.99981	24	89
8/8	5.2850%	0.000144794	$28,953,346,759.91	0.99980	24	88
8/9	5.2846%	0.000144783	$29,033,715,503.29	0.99980	24	88
8/10	5.3018%	0.000145256	$29,790,533,265.48	0.99981	23	85
8/11	5.3036%	0.000145303	$29,712,025,148.39	0.99982	24	86
8/12	5.3036%	0.000145303	$29,712,025,148.39	0.99982	24	86
8/13	5.3036%	0.000145303	$29,712,025,148.39	0.99982	24	86
8/14	5.3041%	0.000145319	$28,962,511,843.23	0.99982	23	86
8/15	5.3049%	0.000145339	$28,845,382,913.47	0.99980	23	86
8/16	5.3051%	0.000145345	$29,228,999,274.56	0.99980	24	86
8/17	5.3063%	0.000145379	$29,437,428,559.09	0.99980	24	85
8/18	5.3066%	0.000145386	$29,221,196,101.65	0.99980	25	86
8/19	5.3066%	0.000145386	$29,221,196,101.65	0.99980	25	86
8/20	5.3066%	0.000145386	$29,221,196,101.65	0.99980	25	86
8/21	5.3072%	0.000145402	$29,102,373,228.99	0.99983	24	84
8/22	5.3083%	0.000145432	$29,292,776,137.52	0.99982	24	83
8/23	5.3091%	0.000145456	$29,620,631,043.47	0.99981	23	85
8/24	5.3199%	0.000145750	$29,543,114,717.01	0.99980	23	85
8/25	5.3204%	0.000145765	$29,424,498,709.27	0.99982	25	86
8/26	5.3204%	0.000145765	$29,424,498,709.27	0.99982	25	86
8/27	5.3204%	0.000145765	$29,424,498,709.27	0.99982	25	86
8/28	5.3229%	0.000145834	$29,275,727,883.50	0.99982	23	84
8/29	5.3308%	0.000146049	$29,434,407,841.62	0.99982	23	84
8/30	5.3274%	0.000145955	$29,292,273,905.42	0.99981	23	84
8/31	5.3269%	0.000145942	$29,245,867,923.42	0.99984	23	86
Average:	**5.3047%**	**0.000145335**	**$29,259,740,643.61**	**0.99981**	**24**	**87**

TexPool *Prime*

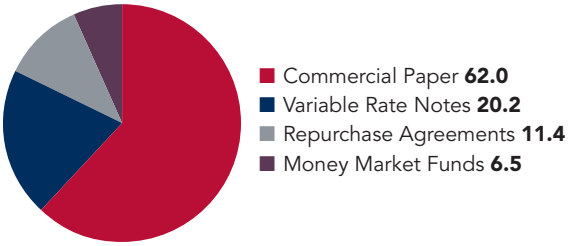
Portfolio by Maturity (%)

As of August 31, 2023



Portfolio by Type of Investment (%)

As of August 31, 2023



Portfolio Asset Summary as of August 31, 2023

	Book Value	Market Value
Uninvested Balance	$764.21	$764.21
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	28,232,237.13	28,232,237.13
Interest and Management Fees Payable	-54,243,155.97	-54,243,155.97
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-17,012.29	-17,012.29
Repurchase Agreements	1,458,360,000.00	1,458,360,000.00
Commercial Paper	7,952,063,879.10	7,950,940,779.25
Mutual Fund Investments	830,153,483.22	829,943,055.05
Government Securities	0.00	0.00
Variable Rate Notes	2,590,000,000.00	2,591,245,141.15
Total	**$12,804,550,195.40**	**$12,804,461,808.53**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	145	$4,098,758,058.62
Higher Education	19	$623,759,442.67
County	50	$969,818,216.60
Healthcare	20	$518,941,356.47
Utility District	57	$433,281,818.64
City	101	$2,954,128,572.63
Emergency Districts	25	$63,134,704.13
Economic Development Districts	19	$29,626,007.62
Other	77	$3,113,089,542.21

TexPool *Prime*

Daily Summary

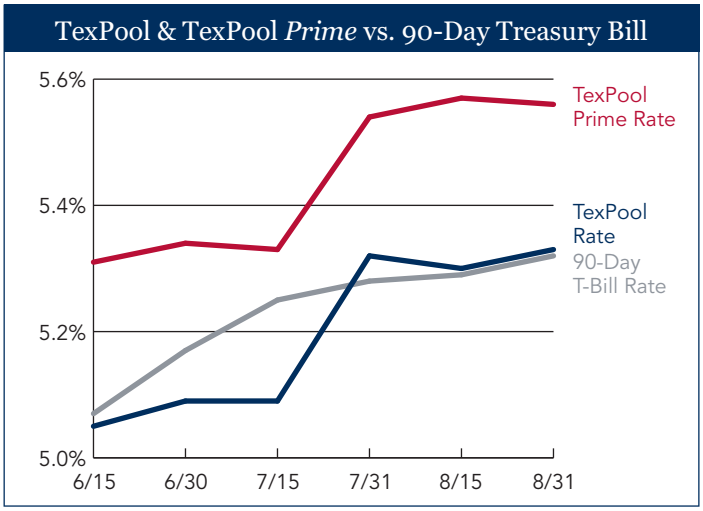
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
8/1	5.5151%	0.000151099	$11,668,791,132.93	0.99993	35	73
8/2	5.5335%	0.000151602	$11,674,406,312.56	0.99994	39	78
8/3	5.5206%	0.000151250	$11,653,050,870.42	0.99994	39	78
8/4	5.5293%	0.000151487	$11,574,146,749.07	0.99978	40	81
8/5	5.5293%	0.000151487	$11,574,146,749.07	0.99978	40	81
8/6	5.5293%	0.000151487	$11,574,146,749.07	0.99978	40	81
8/7	5.5479%	0.000151996	$11,529,056,067.61	0.99996	38	79
8/8	5.5515%	0.000152096	$11,480,805,633.31	0.99998	37	78
8/9	5.5538%	0.000152160	$11,359,268,901.04	0.99997	38	79
8/10	5.5640%	0.000152437	$11,388,321,949.85	0.99997	38	78
8/11	5.5614%	0.000152368	$11,487,266,757.83	0.99982	38	77
8/12	5.5614%	0.000152368	$11,487,266,757.83	0.99982	38	77
8/13	5.5614%	0.000152368	$11,487,266,757.83	0.99982	38	77
8/14	5.5692%	0.000152581	$11,178,777,118.21	0.99997	36	79
8/15	5.5738%	0.000152706	$10,957,973,289.73	0.99996	37	80
8/16	5.5795%	0.000152863	$10,938,466,779.64	0.99998	37	80
8/17	5.5741%	0.000152715	$11,242,511,962.52	0.99997	36	77
8/18	5.5780%	0.000152821	$11,120,190,224.24	0.99997	37	78
8/19	5.5780%	0.000152821	$11,120,190,224.24	0.99997	37	78
8/20	5.5780%	0.000152821	$11,120,190,224.24	0.99997	37	78
8/21	5.5799%	0.000152875	$11,133,491,281.67	0.99996	35	75
8/22	5.5770%	0.000152795	$11,267,194,114.40	0.99996	34	74
8/23	5.5772%	0.000152799	$11,262,239,158.89	0.99996	34	74
8/24	5.5758%	0.000152762	$11,380,004,065.66	0.99996	33	75
8/25	5.5860%	0.000153041	$11,582,891,682.34	0.99979	39	78
8/26	5.5860%	0.000153041	$11,582,891,682.34	0.99979	39	78
8/27	5.5860%	0.000153041	$11,582,891,682.34	0.99979	39	78
8/28	5.5827%	0.000152950	$11,676,087,686.46	0.99993	36	75
8/29	5.5747%	0.000152732	$12,009,977,727.87	0.99993	35	73
8/30	5.5746%	0.000152728	$12,042,535,208.62	0.99996	34	72
8/31	5.5571%	0.000152248	$12,804,550,195.40	0.99999	32	67
Average:	**5.5628%**	**0.000152405**	**$11,481,967,603.14**	**0.99991**	**37**	**77**

Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

We think this outlook could translate to another quarter-point hike rate, more likely at the November FOMC meeting than September's. It's important to remember the Fed usually is biased to its current direction. It prefers long ramps to switchbacks. The last thing policymakers want is to reverse direction if they ease too soon and inflation rises again—losing credibility and effectiveness in the process. This is probably why Powell took the time to push back on the recent speculation the Fed might raise its inflation target higher than 2% because of various structural shifts in the global economy (actually the theme of the symposium). He wants the markets to stop looking for justification for fighting the Fed.

Bank downgrades should have little impact

First the federal government, now several prominent banks. August saw the three major rating agencies downgrade several regional U.S. banks. The specific reasons vary, but the big picture is concern over the blows received by the aggressive tightening, exposure to risky CRE loans and reduced deposits. As is often the case, the punishment comes as most banks have addressed these problems. The collapse of Silicon Valley Bank and others in March seems more idiosyncratic every day. But it must be noted that regulations demand that money funds adhere by strict standards when purchasing commercial paper and other bank instruments, and most cash managers hold themselves to even higher standards. In other words, the downgrades should not materially affect the liquidity market.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.39%, 5.46%, 5.51% and 5.40%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.38%, 5.57%, 5.78% and 5.98%, respectively.

THE CITY OF Edinburg

February 20, 2024

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending June 2023/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled $119,519,662.97 which included interest earned totaling $1,463,718.39.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING JUNE 30, 2023

		Texpool Investment Pool
COST		
Beginning Balance	$	118,055,944.58
Additions:		
Interfund Transfers-in		-
Contributions		-
Investment earnings-Texpool		1,463,718.39
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	119,519,662.97
MARKET VALUE		
Beginning Balance	$	118,060,666.82
Ending Balance	$	119,521,878.28
Weighted Average Maturity- Texpool		22
Texpool-Weighted Average Yield		4.95%

CITY OF EDNBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING JUNE 30, 2023

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	$ 3,266,645.41	$ 40,501.53	$ -	$ -	$ 3,307,146.94	$ 3,307,279.23
Utility I & S #7938100007	2,226,324.11	27,603.13	-	-	2,253,927.24	2,254,017.40
Pooled Cash Operating #7938100040	49,211,551.58	610,150.20	-	-	49,821,701.78	49,823,694.65
Pooled Cash Contingency #7938100041	34,954,569.53	433,384.73	-	-	35,387,954.26	35,387,954.26
Utility Fund Rev Bond Series 2021 #7938100043	8,345,982.55	103,477.75	-	-	8,449,460.30	8,449,460.30
SWM Fund CO Series 2021 #7938100044	10,271,968.70	127,357.18	-	-	10,399,325.88	10,399,325.88
American Rescue Plan Act of 2021 #7938100045	9,778,902.70	121,243.87	-	-	9,900,146.57	9,900,146.57
Total	**$ 118,055,944.58**	**$ 1,463,718.39**	**$ -**	**$ -**	**$ 119,519,662.97**	**$ 119,521,878.28**

Texpool Investments Detail Activity
Quarter Ending June 30, 2023

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	3,266,645.41	12,883.32	0.00	0.00	0.00	3,279,528.73
May	3,279,528.73	13,936.50	0.00	0.00	0.00	3,293,465.23
June	3,293,465.23	13,681.71	0.00	0.00	0.00	3,307,146.94
		40,501.53	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	2,226,324.11	8,780.41	0.00	0.00	0.00	2,235,104.52
May	2,235,104.52	9,498.19	0.00	0.00	0.00	2,244,602.71
June	2,244,602.71	9,324.53	0.00	0.00	0.00	2,253,927.24
		27,603.13	0.00	0.00	0.00	

POOLED CASH OPERATING #7938100040

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	49,211,551.58	194,085.08	0.00	0.00		49,405,636.66
May	49,405,636.66	209,951.73	0.00	0.00	0.00	49,615,588.39
June	49,615,588.39	206,113.39	0.00	0.00	0.00	49,821,701.78
		610,150.20	0.00	0.00	0.00	

POOLED CASH CONTINGENCY #7938100041

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	34,954,569.53	137,857.03	0.00	0.00	0.00	35,092,426.56
May	35,092,426.56	149,127.01	0.00	0.00	0.00	35,241,553.57
June	35,241,553.57	146,400.69	0.00	0.00	0.00	35,387,954.26
		433,384.73	0.00	0.00	0.00	

UTILITY FUND REV BOND SERIES 2021 #7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	8,345,982.55	32,915.65	0.00	0.00	0.00	8,378,898.20
May	8,378,898.20	35,606.52	0.00	0.00	0.00	8,414,504.72
June	8,414,504.72	34,955.58	0.00	0.00	0.00	8,449,460.30
		103,477.75	0.00	0.00	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
April	10,271,968.70	40,511.56	0.00	0.00	0.00	10,312,480.26
May	10,312,480.26	43,823.41	0.00	0.00	0.00	10,356,303.67
June	10,356,303.67	43,022.21	0.00	0.00	0.00	10,399,325.88
		127,357.18	0.00	0.00	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

		Income				
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
April	9,778,902.70	38,566.93	0.00		0.00	9,817,469.63
May	9,817,469.63	41,719.81	0.00	0.00	0.00	9,859,189.44
June	9,859,189.44	40,957.13	0.00	0.00	0.00	9,900,146.57
		121,243.87	0.00	0.00	0.00	



Monthly Newsletter: June 2023

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in May 2023:

TexPool

Calvin Nelms Charter High School
Brownsville Navigation District of Cameron County
Paint Rock ISD
Llano County ESD 5
Katy ISD Education Foundation
Meridian Economic Development Corporation
North San Gabriel MUD 1
City of Palmview

TexPool *Prime*

Hays County WCID 1
Brownsville Navigation District of Cameron County
Paint Rock ISD
Llano County ESD 5

Upcoming Events

June 12, 2023 - June 14, 2023
Texas Association of School Business Officials (TASBO) Summer Solutions Conference
Galveston, TX

July 9, 2023 - July 11, 2023
Texas Association of State Senior College and University Business Officers (TASSCUBO) Summer Conference
Arlington, TX

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Sharon Matthews
David Garcia
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: The coming deluge

June 1, 2023

Now that the U.S. debt limit is likely to be suspended until January 2025, we turn our attention to the aftermath. The brinkmanship wasn't rhetorical, as most political posturing tends to be. It had material repercussions. Investors gave up real money as the dislocation in the Treasury market led them to hold more cash. It also prompted most to avoid securities maturing around the Treasury Department's estimated default date, instead trading for lower-yielding Treasuries maturing before or after. For that matter, the federal government also lost because it had to offer higher rates to borrowers for those undersold securities.

Cash managers have no time to fume about that now. In the near term, we have to navigate the swiftly changing yield curve to find value. Cash/deposit alternatives, such as money market funds and state pools, increased liquidity out of caution. That amount now needs to be put to work.

The industry also must prepare for a flood of government securities. In the coming months, the Treasury Dept. will play catch up by issuing billions worth of securities to replenish its coffers and make whole the federal accounts in which it redeemed or suspended investments, such as the Civil Service Retirement and Disability Fund. Of course, the lion's share of the

(continued page 6)

Performance as of May 31, 2023

	TexPool	TexPool *Prime*
Current Invested Balance	$31,116,675,594	$12,086,380,030
Weighted Average Maturity**	22 Days	26 Days
Weighted Average Life**	92 Days	79 Days
Net Asset Value	0.99983	0.99985
Total Number of Participants	2,788	501
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$134,129,655.27	$55,121,476.50
Management Fee Collected	$977,054.66	$513,220.50
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$31,571,878,138	$12,471,051,186
Average Monthly Rate*	5.00%	5.21%
Average Weighted Average Maturity**	22	22
Average Weighted Average Life**	91	74

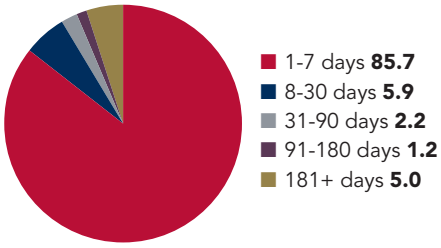
**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com
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G35884-24 (6/23)

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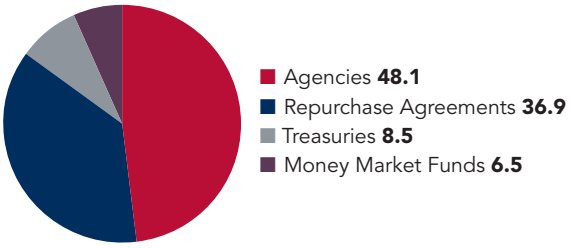
Portfolio by Maturity (%)

As of May 31, 2023



Portfolio by Type of Investment (%)

As of May 31, 2023



Portfolio Asset Summary as of May 31, 2023

	Book Value	Market Value
Uninvested Balance	-$502.15	-$502.15
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	128,803,444.70	128,803,444.70
Interest and Management Fees Payable	-134,129,655.34	-134,129,655.34
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-31,852.18	-31,852.18
Repurchase Agreements	11,483,201,000.00	11,483,201,000.00
Mutual Fund Investments	2,025,074,000.00	2,025,085,200.00
Government Securities	14,981,831,730.77	14,975,702,130.47
US Treasury Bills	1,606,970,449.89	1,606,928,764.50
US Treasury Notes	1,024,956,978.09	1,025,951,269.20
Total	**$31,116,675,593.78**	**S31,111,509,799.20**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	614	$9,490,399,898.23
Higher Education	60	$1,431,551,067.18
County	197	$4,097,049,022.00
Healthcare	92	$1,959,064,671.90
Utility District	914	$4,881,266,255.99
City	493	$7,597,557,958.18
Emergency Districts	102	$423,515,528.07
Economic Development Districts	89	$186,969,120.24
Other	227	$1,049,352,090.43

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

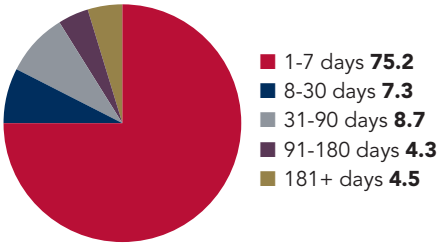
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
5/1	4.8004%	0.000131519	$32,160,124,993.54	0.99988	20	83
5/2	4.8008%	0.000131528	$32,113,311,822.97	0.99988	20	83
5/3	4.8063%	0.000131680	$31,887,927,509.53	0.99987	20	85
5/4	4.9088%	0.000134489	$31,879,922,543.18	0.99990	20	88
5/5	5.0224%	0.000137600	$31,832,080,328.88	0.99991	22	88
5/6	5.0224%	0.000137600	$31,832,080,328.88	0.99991	22	88
5/7	5.0224%	0.000137600	$31,832,080,328.88	0.99991	22	88
5/8	5.0113%	0.000137297	$31,724,470,088.39	0.99991	20	88
5/9	5.0216%	0.000137577	$31,735,123,113.65	0.99990	20	88
5/10	5.0216%	0.000137578	$31,791,435,996.34	0.99993	20	89
5/11	5.0207%	0.000137554	$31,684,406,001.52	0.99993	21	90
5/12	5.0182%	0.000137485	$31,810,036,700.81	0.99994	22	90
5/13	5.0182%	0.000137485	$31,810,036,700.81	0.99994	22	90
5/14	5.0182%	0.000137485	$31,810,036,700.81	0.99994	22	90
5/15	5.0190%	0.000137508	$31,726,450,106.20	0.99992	20	89
5/16	5.0230%	0.000137616	$31,656,245,208.66	0.99992	21	90
5/17	5.0240%	0.000137644	$31,847,097,250.28	0.99991	22	91
5/18	5.0243%	0.000137651	$31,676,624,834.47	0.99990	22	92
5/19	5.0270%	0.000137725	$31,544,754,200.96	0.99991	24	93
5/20	5.0270%	0.000137725	$31,544,754,200.96	0.99991	24	93
5/21	5.0270%	0.000137725	$31,544,754,200.96	0.99991	24	93
5/22	5.0282%	0.000137758	$31,408,771,335.64	0.99991	22	93
5/23	5.0338%	0.000137913	$31,313,721,505.71	0.99990	23	92
5/24	5.0361%	0.000137976	$31,204,068,685.49	0.99988	22	95
5/25	5.0380%	0.000138027	$31,211,628,886.73	0.99988	22	95
5/26	5.0439%	0.000138189	$31,018,943,895.92	0.99989	24	95
5/27	5.0439%	0.000138189	$31,018,943,895.92	0.99989	24	95
5/28	5.0439%	0.000138189	$31,018,943,895.92	0.99989	24	95
5/29	5.0439%	0.000138189	$31,018,943,895.92	0.99989	24	95
5/30	5.0540%	0.000138466	$30,953,827,526.26	0.99989	22	93
5/31	5.0583%	0.000138583	$31,116,675,593.78	0.99983	22	92
Average:	**5.0035%**	**0.000137082**	**$31,571,878,138.00**	**0.99990**	**22**	**91**

TexPool *Prime*

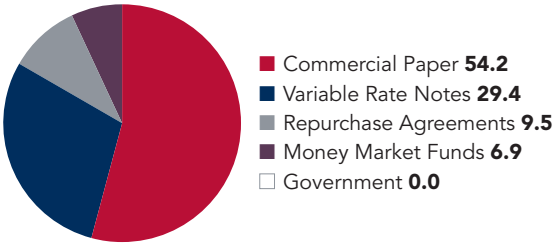
Portfolio by Maturity (%)

As of May 31, 2023



Portfolio by Type of Investment (%)

As of May 31, 2023



Portfolio Asset Summary as of May 31, 2023

	Book Value	Market Value
Uninvested Balance	$1,302.57	$1,302.57
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	27,063,402.04	27,063,402.04
Interest and Management Fees Payable	-55,121,478.02	-55,121,478.02
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-15,972.12	-15,972.12
Repurchase Agreements	1,156,575,000.00	1,156,575,000.00
Commercial Paper	6,719,724,291.88	6,717,387,729.89
Mutual Fund Investments	830,153,483.22	829,777,066.44
Government Securities	0.00	0.00
Variable Rate Notes	3,408,000,000.00	3,408,828,624.65
Total	**$12,086,380,029.57**	**$12,084,495,675.45**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	142	$4,264,344,330.50
Higher Education	19	$524,197,219.99
County	50	$1,105,195,934.77
Healthcare	20	$501,963,002.29
Utility District	55	$457,799,123.59
City	98	$2,167,973,669.09
Emergency Districts	23	$66,817,420.00
Economic Development Districts	19	$35,539,969.95
Other	75	$2,962,423,616.54

TexPool *Prime*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
5/1	4.9982%	0.000136937	$12,786,186,018.16	0.99991	16	62
5/2	5.0021%	0.000137045	$12,800,739,554.35	0.99990	16	61
5/3	5.0257%	0.000137690	$12,748,213,368.66	0.99993	17	63
5/4	5.0810%	0.000139205	$12,700,919,320.60	0.99994	21	69
5/5	5.1724%	0.000141710	$12,636,071,096.74	0.99981	22	69
5/6	5.1724%	0.000141710	$12,636,071,096.74	0.99981	22	69
5/7	5.1724%	0.000141710	$12,636,071,096.74	0.99981	22	69
5/8	5.2277%	0.000143225	$12,633,793,824.73	0.99996	20	74
5/9	5.2118%	0.000142789	$12,612,791,606.17	0.99995	20	75
5/10	5.2257%	0.000143170	$12,619,927,768.99	0.99993	20	75
5/11	5.2236%	0.000143112	$12,683,472,682.57	0.99995	20	75
5/12	5.2225%	0.000143081	$12,578,519,574.11	0.99981	21	75
5/13	5.2225%	0.000143081	$12,578,519,574.11	0.99981	21	75
5/14	5.2225%	0.000143081	$12,578,519,574.11	0.99981	21	75
5/15	5.2195%	0.000143001	$12,574,514,185.78	0.99994	19	74
5/16	5.2263%	0.000143187	$12,557,901,446.81	0.99994	19	74
5/17	5.2274%	0.000143217	$12,594,035,629.12	0.99993	19	73
5/18	5.2285%	0.000143246	$12,487,825,914.81	0.99992	19	73
5/19	5.2276%	0.000143222	$12,388,076,413.74	0.99977	22	75
5/20	5.2276%	0.000143222	$12,388,076,413.74	0.99977	22	75
5/21	5.2276%	0.000143222	$12,388,076,413.74	0.99977	22	75
5/22	5.2386%	0.000143523	$12,409,910,667.51	0.99991	23	76
5/23	5.2447%	0.000143691	$12,340,414,737.42	0.99990	23	76
5/24	5.2477%	0.000143772	$12,326,367,521.25	0.99990	23	76
5/25	5.2607%	0.000144129	$12,378,307,624.77	0.99986	27	81
5/26	5.2689%	0.000144353	$12,090,450,540.04	0.99964	29	83
5/27	5.2689%	0.000144353	$12,090,450,540.04	0.99964	29	83
5/28	5.2689%	0.000144353	$12,090,450,540.04	0.99964	29	83
5/29	5.2689%	0.000144353	$12,090,450,540.04	0.99964	29	83
5/30	5.2628%	0.000144186	$12,091,081,462.55	0.99985	27	80
5/31	5.2708%	0.000144405	$12,086,380,029.57	0.99985	26	79
Average:	**5.2054%**	**0.000142612**	**$12,471,051,186.38**	**0.99985**	**22**	**74**

Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

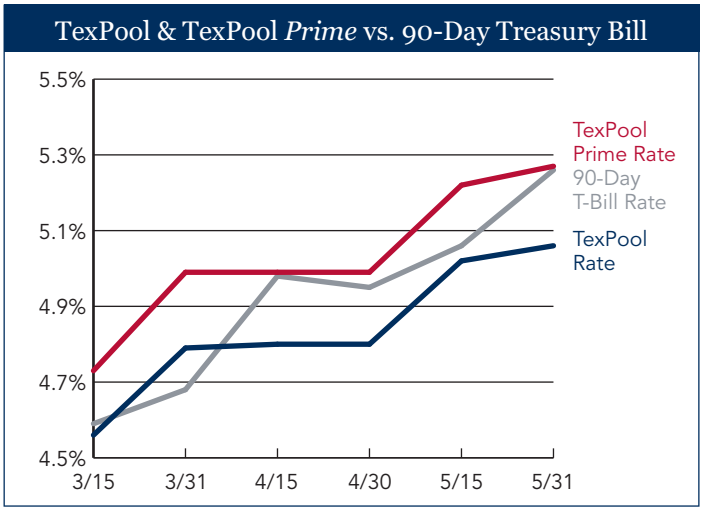
new issuance will go to servicing the debt and spending. Some estimates put that amount as high as $1 trillion. As the most liquid and sought-after securities in the world, these new Treasuries will find homes, but potentially in unpredictable ways.

While this development complicates trading and planning, it should be nothing money managers can't handle. However, some pundits have voiced concern that the feeding frenzy of government securities will drain liquidity from the markets. The story goes something like this: As a vast number of people, institutions, banks and others lend an unusually large amount to the U.S., their cash reserves will dwindle faster than typical. At the very least, this could widen the margin for error for managing their cash flows; at the worst, it could hamper their ability to deal with a crisis.

We don't think the situation is dire, but it just so happens there's a set of market participants with plenty of cash and happy to help. Flush with liquidity from massive inflows and prudent management, money funds and state pools should be able to absorb much of the massive issuance.

We hope the resolution of the debt ceiling impasse means the cloud obscuring the direction of monetary policy will dissipate soon. In our opinion, the Federal Reserve will not cut rates this year, though it is possible it will raise them. For now, we project that at its June meeting the Federal Open Market Committee will pause to assess the impact of its aggressive tightening cycle.

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.16%, 5.41%, 5.45% and 5.18%, respectively; the



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.13%, 5.45%, 5.63% and 5.71%, respectively; the 1-, 3-, 6- and 12-month London interbank offered rates were 5.16%, 5.50%, 5.65% and 5.73%, respectively.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.C.
Agreement: Crestwood Estates Subdivision Water Buyout

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Venser Contractors LLC to Provide Water Services to Crestwood Estates Subdivision and Execute any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
Venser Contractor, LLC (developer) is requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for Crestwood Estates Subdivision (located approximately 0.19 miles north of the intersection of Rogers Rd. and Roegiers Rd.) and that City and NAWSC will thereafter apply to the PUC within a one-year period from execution of the agreement to amend their respective service area. In addition, the city is requesting for the developer to execute a Two-Party Contract with the city, which requires the developer to pay for all the fees associated with the buyouts and transfer of service area.

The developer is requesting for this buyout to take place because NAWSC does not have water lines in this area to service Crestwood Estates Subdivision.
The timeline for the buyout and Public Utility Commission (PUC) application can take up to one year from the submission date of the initial application.

There will be no fiscal impact on the city as the developer will pay all fees associated with the buyout.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Venser Contractors LLC to Provide Water Services to Crestwood Estates Subdivision and Execute any Other Documents Relating Thereto.

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

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Attachment A: Counter Part Agreement - Crestwood Estates
B. Attachment B: Two Party Contract - Crestwood Subdivision

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: Venser Contractors, LLC

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Crestwood Estates Subdivision**, being a **9.39** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **Thirty-Two Thousand Eight Hundred Thirty Two Dollars and No/100ths Dollars ($ 32,832.00).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT "1"

(NAWSC Transfer Area Map/Description)

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
December 10, 2019

Present	Staff	Other
Steve D. Krenek	Steven P. Sanchez	Richard Fryer – Corp. Attorney
Martin Drewry	Robert Rodriguez	Jorge Arroyo – Freese & Nichols, Inc.
Abdiel Cuevas	Irma Tamez	Mike Hernandez – Melden & Hunt Eng.
Thomas Jendrusch	Robyn Rodriguez	Ray Longoria – Freese & Nichols, Inc.
Derrick Swanberg	Agustin Gomez	Ivan Garcia – Rio Delta Eng.
Dennis Goldsberry	Janie Sandoval	
Ray Yeary		

1. **Agenda Item #1.** The meeting was called to order at 1:00 p.m. by President Steve D. Krenek.

2. **Agenda Item #2.** Mr. Goldsberry moved for the approval of the minutes of November 19, 2019. Mr. Yeary seconded and motion carried with all in favor.

3. **Agenda Item #3.** No public comments.

4. **Agenda Item #4.** Mr. E. Lucio III of Beatty Navarre Lucio P.C., (BNL) was unable to attend. Report was submitted.

5. **Agenda Item #5**. Mr. Jendrusch moved for the approval of buyout and release of service area being a 9.39-acre tract located on the west side of Roegiers Rd. north of Rodgers Road. Mr. Swanberg seconded and motion carried with all in favor.

6. **Agenda Item #6.** An update on the NANO Membrane Pilot was made by Jorge Arroyo of Freese and Nichols.

7. **Agenda Item #7.** A report was made by Ivan Garcia of Rio Delta Engineering on the following projects:
   A. New Ground Water Storage Tank at Plant #2
   B. Donna Regional Wastewater Treatment Plant.

8. **Agenda Item #8.** Mr. Jendrusch moved for the approval of payment for all related invoices for the above-mentioned project on Item **#07** for the month of December. Mr. Goldsberry seconded and motion carried with all in favor.

9. **Agenda Item #9.** A report was made by Mike Hernandez from Meden & Hunt Engineering on the following projects:
   A. Construction Phase of the Weslaco Area Wastewater Project
   B. Westgate Project
   C. Delta La Villa Colonias Waterline Project
   D. CIP Projects
   E. Economedes 12" Waterline Project/Owassa line
   F. Stillman No. 4 Booster Station Improvement Project.

10. **Agenda Item #10.** Mr. Drewry moved for the approval of payment for all related invoices for the above-mentioned projects on Item **#09** for the month of December. Mr. Cuevas seconded and motion carried with all in favor.

11. **Agenda Item #11**. Mr. Jendrusch moved for the approval of authorizing Melden & Hunt, Inc. to advertise an invitation to bid for the Delta La Villa Colonias waterline Project. Mr. Swanberg seconded and motion carried with all in favor.

12. **Agenda Item #12.** Mr. Yeary moved for the approval of appointing a three person Credentials/Proxy Committee comprised of three Directors. (Martin Drewry, Manuel B. Garcia, Steve D. Krenek). Mr. Swanberg seconded and motion carried with all in favor.

13. **Agenda Item #13.** Mr. Yeary moved for the approval of establishing North Alamo WSC Elections Procedures, Direct Application, Official Ballot and Candidate Information Forms for the following year (2020). Mr. Swanberg seconded and motion carried with all in favor.

14. **Agenda Item. #14.** Mr. Yeary moved for the approval of (4) North Alamo Water Supply's 2020 Elections roster for District 1, 2 and 3.
    A. One roster for each district up to December 31st
    B. One roster for all three districts from January 1st thru February 15th
    Mr. Swanberg seconded and motion carried with all in favor.

15. **Agenda Item #15.** Mr. Yeary moved for the approval of authorizing management to secure an election auditor for the 2020 Board Elections. Mr. Swanberg seconded and motion carried with all in favor.

16. **Agenda Item #16**. Mr. Swanberg moved for the approval of Financial Statement for November, 2019, as president by Janie Sandoval. Mr. Jendrusch seconded and motion carried with all in favor.

17. **Agenda Item #17.** Mr. Swanberg moved for the approval of 2020 Budget after recommendation by Budget Review Committee. Mr. Cuevas seconded and motion carried with all in favor.

18. **Agenda Item #18.** Mr. Jendrusch moved for the approval of movement of excess funds at Rio Bank to Plains Capital Wealth Management. Mr. Cuevas seconded and motion carried with all in favor.

19. **Agenda Item #19.** Mr. Swanberg moved for the approval of an authorized brokers/dealers and financial institutions list, to be used by North Alamo WSC. Mr. Drewry seconded and motion carried with all in favor.

20. **Agenda Item #20.** Water Operations Report, Robert Rodriguez
    A. Water Loss for the Month of November, 2019
    B. Report on NANO Pilot

21. **Agenda Item #21.** Wastewater Operations Report, Agustin Gomez
    A. Wastewater Operations Report
        (1) Report on Wastewater Treatment Plants and Collection Systems for November, 2019

22. **Agenda Item #22**. General Manager's Report
    - **A.** Discussion on utilizing a new retail meter for North Alamo
    - **B.** Update on meeting with Hidalgo County Fire Marshall on fire hydrants in rural areas.
    - **C.** Mr. Swanberg moved for the approval of renewing the farm lease agreement expiring December 31, 2019 and authorize General Manager as signatory on all related documents. Mr. Jendrusch seconded and motion carried with all in favor.

    January 2020 Board Meeting – 01/21/20
    Special Called Meeting – 12/17/19 @ 9:00 a.m.

23. **Agenda Item #23.** Mr. Drewry moved for the approval of the following subdivisions:
    - **A.** *Crestwood Estates Subdivision, 48 lots on 9.39 acres, located on the west side of Roegiers Rd. north of Rodgers Rd., developer – Javier Vento *(See Item #05)
    - **B.** Sunshine Estates No. 1 Subdivision, 109 lots on 67.51 acres, located on the west side of Jesus Flores and north side of Monte Cristo Rd., developer – Richard Ruppert

    These subdivisions are subject to the Corporation's rules and regulations. Mr. Cuevas seconded and motion carried with all in favor.

24. **Agenda Item #24.** Mr. Jendrusch moved for the approval of accepting finished subdivisions for November, 2019.

Subdivision Name	Date Finished
A. North Valley Ranchettes Subdivision	04/17/2019
B. Pueblo De Palmas Phase 22 Subdivision	07/15/2019

    Mr. Cuevas seconded and motion carried with all in favor.

25. **Agenda Item #25**. Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Jendrusch seconded and motion carried with all in favor.

26. **Agenda Item #26.** The Board enters into executive session at 3:06 p.m. to consider and discuss the following:
    - **A.** Discussion on recommendation by Wage and Salary Committee
    - **B.** September 13, 2018 automobile accident

27. **Agenda Item #27.** The Board returns to regular session at 4:05 p.m.
    - **A.** Mr. Swanberg moved for approval of Wage and Salary Review and Christmas bonuses as recommend by Wage and Salary Committee. Mr. Drewry seconded and motion carried with all in favor.

28. **Agenda Item #28.** Mr. Drewry moved to adjourn the meeting at 4:08 p.m. Mr. Jendrusch seconded and motion carried with all in favor.

Irma Tamez, Recording

Derrick Swanberg – Secretary

Steve D. Krenek -President

METES AND BOUNDS DESCRIPTION
9.39 ACRES OUT OF LOT 8, SECTION 244
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
VOLUME 1, PAGE 12,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

BEING THE NORTH 9.39 ACRES [409,028.40 SQ. FT.] OF LAND OUT OF THE NORTH 19.39 ACRES OF LOT 8, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS CONVEYED TO ADAN & TRINA RENDON BY VIRTUE OF WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 25, 2002 AND FILED FOR RECORD ON NOVEMBER 14, 2002 IN DOCUMENT NUMBER 1140507, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 9.39 ACRE TRACT OF LAND BEING MORE PCO ARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point [N: 16646313.6839, E: 1099291.8358] for the Northeast corner of said Lot 8, Section 244, the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South 08 degrees 53 minutes 18 seconds West (record ~ S 09° 05' 00" W), with the East line of said Lot 8, Section 244, a distance of 309.87 feet to a point for the Southeast corner of this tract of land;

THENCE, North 81 degrees 06 minutes 42 seconds West (record ~ N 80° 55' 00" W), parallel to the North line of said Lot 8, Section 244, at a distance of 20.00 feet pass a half-inch iron rod set with a pink cap for the West Right-of-Way line of said Roegiers Road, continuing a total distance of a 1,3200.00 feet to a half-inch iron rod set with a pink cap on the West line of said Lot 8, Section 244 for the Southwest corner of this tract of land;

THENCE, North 08 degrees 53 minutes 18 seconds East (record ~ S 09° 05' 00" W), with the West line of said Lot 8, Section 244, a distance of 309.87 feet to a half-inch iron rod set with a pink cap for the Northwest corner of said Lot 8, Section 244, and the Northwest corner of this tract of land;

THENCE, South 81 degrees 06 minutes 42 seconds East (record ~ S 80° 55' 00" E), with the North line of said Lot 8, Section 244, at a distance of 1,300.00 feet pass a half-inch iron rod set with a pink cap for the West Right-of-Way line of said Roegiers Road, continuing a total distance of a 1,3200.00 feet to the **POINT OF BEGINNING** containing 9.39 acres [409,028.40 SQ. FT.] of land more or less.

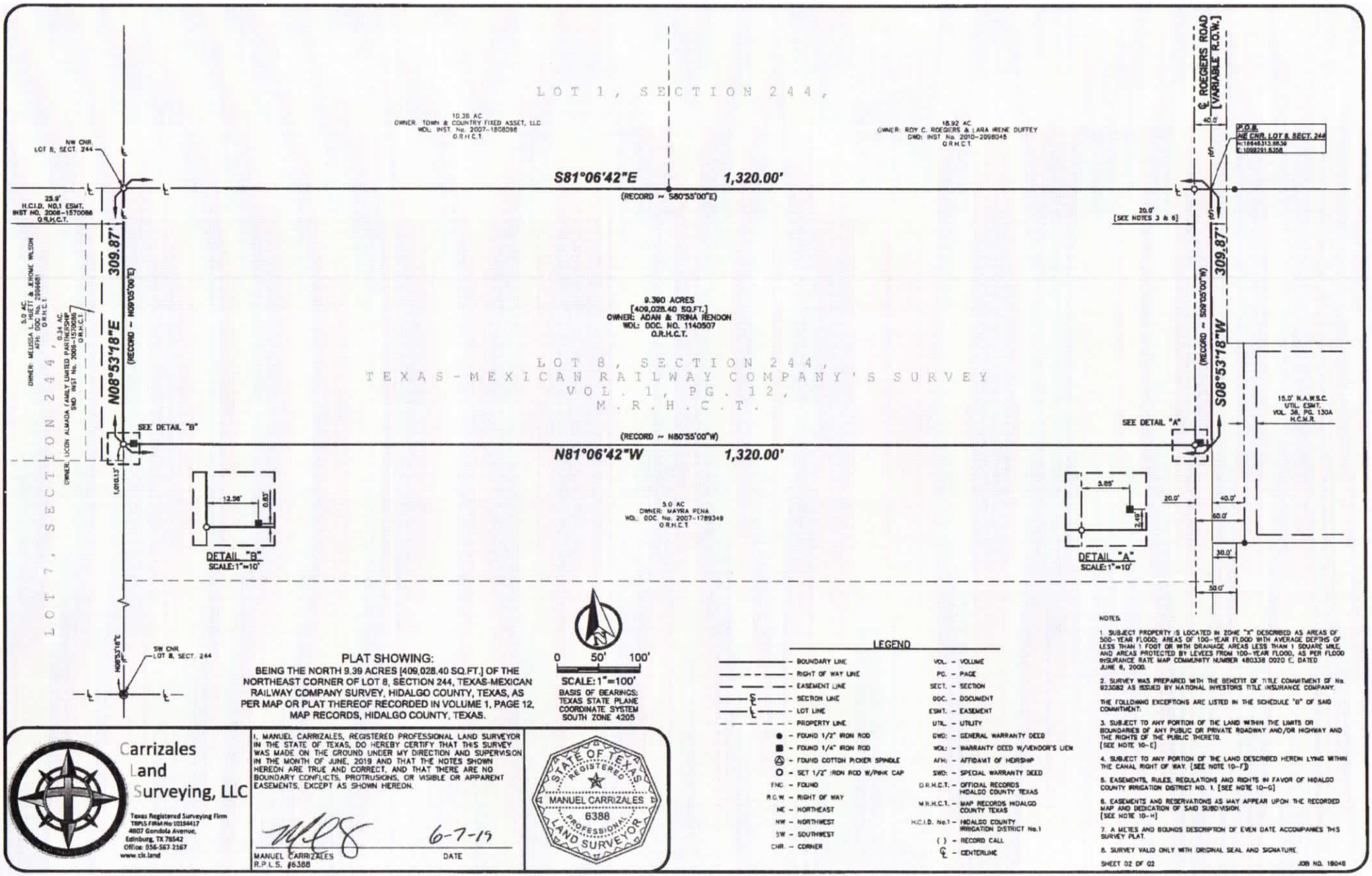
All coordinates, bearings, and distances noted within this metes and bounds description are in grid coordinates and reference the Texas State Plane Coordinate System South Zone 4205.

A survey plat of even date accompanies this metes and bounds description.

6-7-19

Manuel Carrizales Date
Registered Professional Land Surveyor
Texas Registration Number 6388





PLAT SHOWING:

BEING THE NORTH 9.39 ACRES [409,028.40 SQ.FT.] OF THE NORTHEAST CORNER OF LOT 8, SECTION 244, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SECTION LINE
- LOT LINE
- PROPERTY LINE
- ● – FOUND 1/2" IRON ROD
- ■ – FOUND 1/4" IRON ROD
- ⚠ – FOUND COTTON PICKER SPINDLE
- ○ – SET 1/2" IRON ROD W/PINK CAP
- FND. – FOUND
- R.O.W. – RIGHT OF WAY
- NE – NORTHEAST
- NW – NORTHWEST
- SW – SOUTHWEST
- CNR. – CORNER
- VOL. – VOLUME
- PG. – PAGE
- SECT. – SECTION
- DOC. – DOCUMENT
- ESMT. – EASEMENT
- UTIL. – UTILITY
- GWD: – GENERAL WARRANTY DEED
- WDL: – WARRANTY DEED W/VENDOR'S LIEN
- AFH: – AFFIDAVIT OF HEIRSHIP
- SWD: – SPECIAL WARRANTY DEED
- O.R.H.C.T. – OFFICIAL RECORDS HIDALGO COUNTY TEXAS
- M.R.H.C.T. – MAP RECORDS HIDALGO COUNTY TEXAS
- H.C.I.D. No.1 – HIDALGO COUNTY IRRIGATION DISTRICT No.1
- ( ) – RECORD CALL
- ℄ – CENTERLINE

NOTES:

1. SUBJECT PROPERTY IS LOCATED IN ZONE "X" DESCRIBED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, AS PER FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 480338 0020 C, DATED JUNE 6, 2000.
2. SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE COMMITMENT OF No. 923082 AS ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY.

THE FOLLOWING EXCEPTIONS ARE LISTED IN THE SCHEDULE "B" OF SAID COMMITMENT:

3. SUBJECT TO ANY PORTION OF THE LAND WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY AND THE RIGHTS OF THE PUBLIC THERETO. [SEE NOTE 10-E]
4. SUBJECT TO ANY PORTION OF THE LAND DESCRIBED HEREIN LYING WITHIN THE CANAL RIGHT OF WAY. [SEE NOTE 10-F]
5. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1. [SEE NOTE 10-G]
6. EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP AND DEDICATION OF SAID SUBDIVISION. [SEE NOTE 10-H]
7. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
8. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

Carrizales Land Surveying, LLC
Texas Registered Surveying Firm
TBPLS Firm No 10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2367
www.cls.land

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF JUNE, 2019 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT, AND THAT THERE ARE NO BOUNDARY CONFLICTS, PROTRUSIONS, OR VISIBLE OR APPARENT EASEMENTS, EXCEPT AS SHOWN HEREON.

6-7-19

MANUEL CARRIZALES
R.P.L.S. #6388

DATE

STATE OF TEXAS REGISTERED MANUEL CARRIZALES 6388 PROFESSIONAL LAND SURVEYOR

SHEET 02 OF 02 JOB NO. 19048

SUBDIVISION CHECK LIST

	Subdivision Name	**CRESTWOOD ESTATES SUBDIVISION**			
	No. of Lots / Gross & Net Acres	**48 LOTS 9.39 ACRES**			
	Location	**N. OF ROGERS RD. W. OF RODGERS RD.**			FH-
	Developer's Name	**JAVIER VENTO**		Ph #	
	Engineering Firm	**CORTRAN ENGINEERING, LLC**		Ph #	
	Contractor			Ph #	
	ITEMS		**AMOUNTS**		
	Preliminary Plat & Utility layout	**BUYOUT PENDING $32,832.00**			
	Subdivision Narrative Letter				
	Warranty Deed				
	Subdivision Review Fee				
	Water Service Agreement Signed				
	Preliminary Design review				
	Board of Director's Appr.to proceed				
	Hydraulic Analysis Study				
	Contract offsite easements				
	Letter of Conditions Issued & Rec.				
	Black Hydrant Legal Deposit			Rec #	
	Fire Hydrant Liab. Ins. Reims.			Rec #	
	County / City Notice To Proceed				
	Submittal of Material List for Project				
	Preconstruction Meeting				
	A/P County/State Bore Permits			Rec #	
	NAWSC Separate M.P.O. Easement				
	Irrigation District Exclusion Letter			Irri.	
	Administrative Filing Sub			Rec #	
	Installation Deposits-Curr YR			Rec #	
	New/Forfeited Membership			Rec #	
	Water Supply Fee			Rec #	
	Sewer Provider				
	Pipe line Pressure Test				
	Bac-it Sample Approved				
	Service connections Pad Lock				
	Engineer Cost of Wtr Improv.				
	WW Letter of Conditions Issued & Rec.				
	W.W. Subdivision Review Fee				
	W.W. Administrative Fee				
	W.W. Plant Capacity Replacement Fee				
	3.5 C.D Disk on State Plain format				
	Subdivision As-Builts				
	Final Inspector's Wtr Certification		**DATE**		
	Thirty Year Letter				
	Date Plat Recorded				
	Recorded Plat Received				

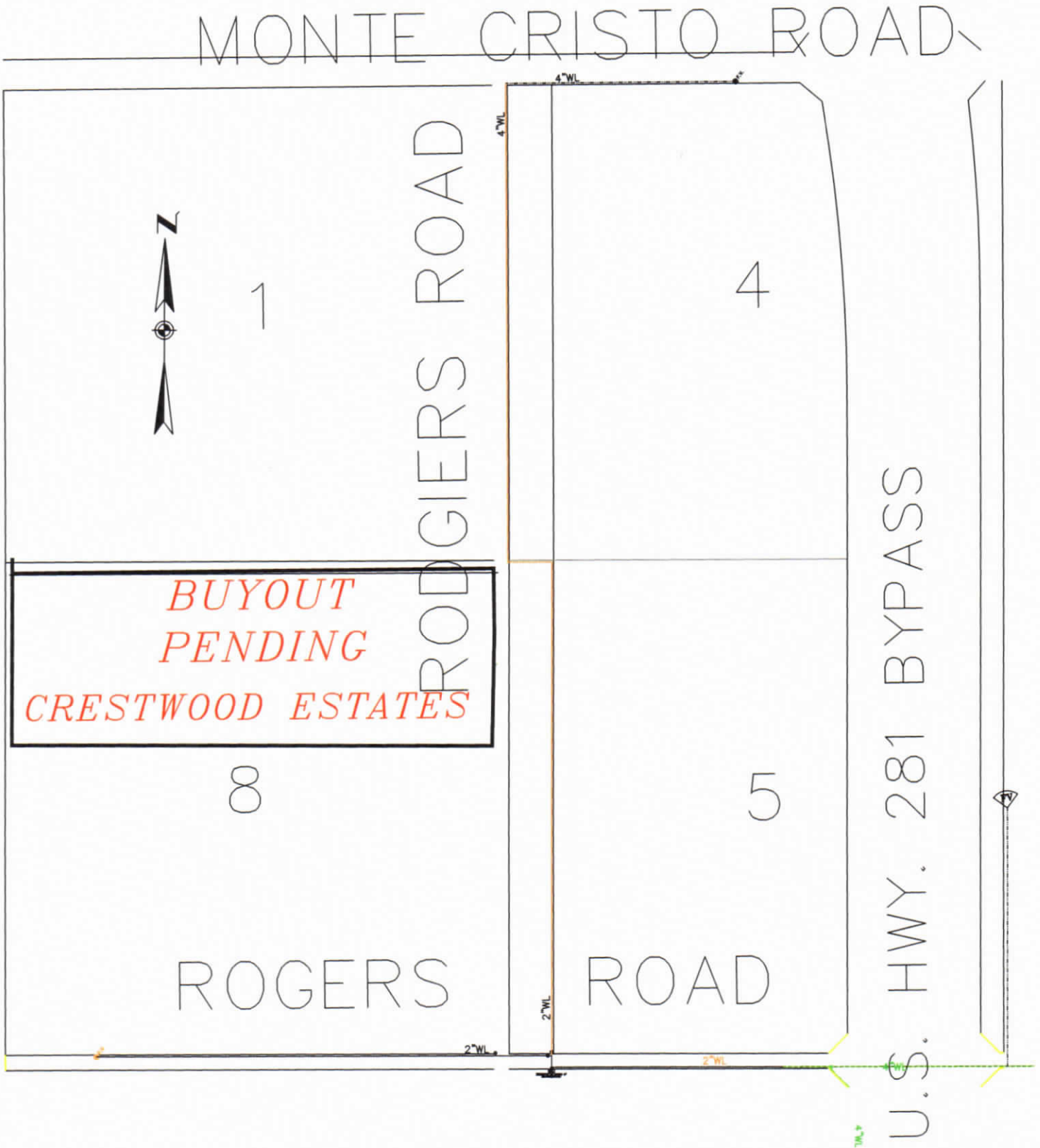
CRESTWOOD SUBDIVISION

CITY OF EDINBURG

9.39 ACRES 48 LOTS

BUYOUT FEE 48 LOTS X $684.00 = $32,832.00

BUYOUT FEE $32,832.00


MONTE CRISTO ROAD
RODGIERS ROAD
U.S. HWY. 281 BYPASS
ROGERS ROAD
N
1
4
5
8
BUYOUT
PENDING
CRESTWOOD ESTATES
4"WL
2"WL

North Alamo Water Supply Corp.
420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
11/28/23	2023-03

Sold To
Venser Contractors LLC

Check No.	Payment Method	Rep
9360	Check	RD

Description	Qty	Rate	Amount
Service Area Release		32,832.00	32,832.00
Crestwood Buyout		**Total**	32,832.00

EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

STATE OF TEXAS §

COUNTY OF HIDALGO § TWO PARTY CONTRACT

CITY OF EDINBURG §

WHEREAS, Venser Contractors LLC ("Developer"), owns a 9.39 acre tract of land known as Crestwood Estates Subdivision, which is located in central Hidalgo County on the North side of Rogers Road and West Of Rogers Road; and

WHEREAS, proposed Crestwood Estates Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity ("CCN") jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ") and the Public Utility Commission of Texas ("PUC"); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as "Service Agreement," is necessary to be made between NAWSC and the City as set out in Exhibit "A" attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and Venser Contractors LLC in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout transaction contemplated in the Service Agreement, including but not limited to CCN

application fees and related legal fees. The total amount is estimated as $2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

5. **Alternate Dispute Resolution.** 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. 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 each Party. 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, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
Attention: Myra L Ayala, City Manager
P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: Venser Contractors LLC
10620 Cibolo Dr.,
Edinburg, Texas 78542

8. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by Venser Contractors, LLC., and the City of Edinburg, in duplicate originals effective on _____ day of _____, 2024.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

VENSER CONTRACTORS, LLC.

BY:_____
Javier Vento
Owner
10620 Cibolo Drive
Edinburg, Texas 78542
Phone: (956)

EXHIBIT "A" –

COUNTER-PART AGREEMENT BETWEEN NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) AND CITY OF EDINBURG

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.D.
Agreement: Highest Praise Church RGV Subdivision Water Buyout

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party contract with Raul Euresti, Jr. and Juan Manuel Borjon to Provide Water Services to Highest Praise Church RGV Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
Raul Euresti, Jr. and Juan Manuel Borjon (developer/owner) are requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for Highest Praise Church RGV Subdivision (located approximately 0.16 miles east of the intersection of I-69 and Trenton Road) and that the City and NAWSC will thereafter apply to the PUC within one year from execution of the agreement to amend their respective service area. In addition, the city is requesting for the developer to execute a Two-Party Contract with the city, which requires the developer to pay for all the fees associated with the buyouts and transfer of service area.

The developer is requesting this buyout to take place because the City has a waterline in front of the property.

The timeline for the buyout and Public Utility Commission (PUC) application can take up to one year from the submission date of the initial application.

There will be no fiscal impact on the city as the developer will pay all fees associated with the buyout.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party contract with Raul Euresti, Jr. and Juan Manuel Borjon to Provide Water Services to Highest Praise Church RGV Subdivision and Execute Any Other Documents Relating Thereto.

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

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Attachment A: Counter Part Agreement - Highest Praise Church RGV Subdivision
B. Attachment B: Two Party Contract - Highest Praise Church RGV Subdivision

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: Raul Euresti Jr. & Juan Manuel Borjon

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Highest Praise Church RGV Subdivision**, being a **0.84** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **One Thousand Three Hundred and Sixty-Eight and No/100ths Dollars ($ 1,368.00)**.

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT “1”

(NAWSC Transfer Area Map/Description)

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
December 14, 2023

Present	Staff	Other
Steve D. Krenek	Steven P Sanchez	Richard Fryer – Corp. Attorney
Thomas Jendrusch	Robert Rodriguez	Julian Silva – Visitor
Martin Drewry	Irma Tamez	Ricardo Arizmendi – Redstone Constr.
Abdiel Cuevas	Robyn Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Manuel Garcia	Janie Sandoval	Daniel Rodriguez – Rio Delta Eng.
Derrick Swanberg	Agustin Gomez	Fred Resendez – Freese & Nichols, Inc.
Anna Flores		

1. **Agenda Item #1.** The meeting was called to order by President Steve Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. Drewry moved for the approval of the minutes of November 14, 2023. Mr. Cuevas seconded and motion carried with all in favor.

3. **Agenda Item #3.** No public comment

4. **Agena Item #12.** Mr. Jendrusch moved for the approval of the buyout (5.55), located north of US 83 and east of Mile 2.5 W Road to Red Stone in the amount of $13,680.00 and the service will be provided by the City of Mercedes. Mr. Swanberg seconded and the motion carried with all in favor.

5. **Agenda Item #4.** An update was made by Mr. Fred Resendez with Freese & Nichols on the following projects:
   A. Doolittle R.O.
   B. Owassa R.O.

6. **Agenda Item #5.** Mr. Swanberg moved for the approval of payment for all related invoices for the above-mentioned projects on Item #04 for the month of December. Mr. Gacia seconded and motion carried with all in favor.

7. **Agenda Item #6.** An update was made by Daniel Rodriguez with Rio Delta Engineering on the following project which is 95% completed:
   A. San Carlos Lift Station Project

8. **Agenda Item #7.** No payment for all related invoices for the above-mentioned project on Item #6 for the month of December.

9. **Agenda Item #8.** A report was made by Mike Hernandez of Melden & Hunt Engineering on the following projects:
   A. Donna Regional Wastewater Treatment Plant Phase2
   B. Construction Phase of the Weslaco Area Wastewater Project
   C. Mile 6 West Road Right of Way Project
   D. Water Tower South of Donna
   E. CIP Phase II
   F. Water Treatment Plant 7 Raw Waterline Project

10. **Agenda Item #9.** Mr. Swanberg moved for the approval of payment for all invoices for the above-mentioned projects on Item#08 for the month of December. Mr. Drewry seconded and the motion carried with all in favor.

11. **Agenda Item #10.** Mr. Swanberg moved for the approval of entering into a Standard Utility Agreement with the Texas Department of Transportation plus authorizing the Board President along with the General Manager to execute all related documents for the waterline relocation along FM 1925 from FM 907 to Sharp Road ROW CSJ 1803-02-036 due to the widening of FM 1925. Mr. Jendrusch seconded the motion and it carried with all in favor.

12. **Agenda Item #11**. Mr. Drewry moved for the approval of a buyout area (0.84 acres), located east of US 281 and south of Trenton Road to the City of Edinburg. Mr. Swanberg seconded and the motion carried with all in favor.

13. **Agenda Item #13.** Mr. Swanberg moved to table the approval of the 2024 Budget until the month of January 2024. Mr. Garcia seconded and the motion carried with all in favor.

14. **Agenda Item #14**. Mr. Jendrusch moved for the approval of engaging Kairo's Defense to prepare an IT Disaster Recovery Plan with a cost of $4,000.00. Mr. Swanberg seconded and motion carried with all in favor.

15. **Agenda Item 15**. Mr. Garica moved for the approval of the Financial Statement for November 2023 as presented by Janie Sandoval. Mr. Jendrusch seconded and the motion carried with all in favor.

16. **Agenda Item #17.** Wastewater Operations Report, Agustin Gomez
    - **A.** Wastewater Operations Report
      - **(1)** Report on Wastewater Treatment Plants and Collection Systems for November, 2023

17. **Agenda Item #16**. Water Operations Report, Robert Rodriguez
    - **A.** Water Loss for the Month of November 2023
    - **B.** Report and discuss transmission lines for Engelman Irrigation District
    - **C.** Report on Plant #5 Tie-In

18. **Agenda Item #18.** General Manager's Report
    - **A.** Report on water levels at Falcon and Amistad Dams and IBWC Minute Order
    - **B.** Report on Irrigation District #9 Push water for water delivered
    - **C.** Report on Hidalgo County Irrigation District #1 rate increase, effective 09/01/23
    - **D.** Report on meetings with Hidalgo County on the waterline access agreement for fill stations in the county's rural area
    - **E.** Mr. Swanberg moved for the approval of petitioning irrigation for subchapter "O" Water Rights-HCID #1, HCID #2, H & C CID #9, SCID #15, Delta Lake ID, Donna ID, Engelman ID, and La Feria ID and authorizing GM and/or Assistant GM to sign all related documents. Mr. Garcia seconded and the motion carried with all in favor.
    - **F.** Report on La Feria well

    January Board Meeting – 01/16/24

19. **Agenda Item #19.** Mr. Drewry moved to approve the following subdivisions:
    - **A.** **Highest Praise Church RGV Subdivision, 1 lot on 0.84 acres, located east of US 281 and south of Trenton Rd., developers – Raul Euresti, Jr and Juan Manuel Borjon (City Sewer Service -Edinburg) **Buyout request
    - **B.** *Minnesota Oaks Subdivision, 97 lots on 25.09 acres located south of Minnesota Rd. and east of Exp. 281; developer – Lord and Gonzalez Investments Group (City Sewer Service – Pharr) *originally approved 06/20/2023 with 96 lots; needs to be amended to 97 lots; same location, acreage and developer

C. **Redstone Subdivision, 20 lots on 5.55 acres, located north of US 83 and East of mile 2.5 W Rd., developer – Redstone Construction (City Serwer Service – Mercedes) **Buyout request

D. TARS 3 Subdivision, 7 lots on 10 acres, located north of Benito Ramirez Rd. and east of Skinner Rd., developer – TARS Development (Septic Tanks)

E. *Vittoria Subdivision, 80 (4-plex) lots on 42.18 acres, located on the southeast corner of Exp 83 and Midway Rd., developer – Vittoria Investments, LLC (City Sewer Service – Weslaco) *originally approved 01/17/2023 with 85 (4-Plex) lots; needs to be amended to 80 (4-Plex) lots; same location, acreage, and developer.

These subdivisions are subject to the Corporation's rules and regulations. Mr. Cuevas seconded and the motion carried with all in favor.

20. **Agenda Item #20.** Mr. Jendrusch moved for the approval of accepting finished subdivisions for November 2023;

Subdivision Name	**Date Finished**
A. Tierra Wisconsin Subdivision	11/21/2023

Mr. Drewry seconded and the motion carried with all in favor.

21. **Agenda Item #21.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership cancellations. Mr. Cuevas seconded and the motion carried with all in favor.

22. **Agenda Item #22.** The board entered into executive session at 2:17 p.m. to discuss the following items:
    - **A.** Discussion on citation served on Cavazos Suit.
    - **B.** Discussion on the Donna Irrigation District agreement and possible approval.
    - **C.** Consideration and possible approval of recommendations by the Wage and Salary Committee.
    - **D.** Discussion on Irrigation District #1 Permit.

23. **Agenda Item #23.** The board returns to regular session and 2:55 p.m.
Mr. Jendrusch moved for the approval of #23-C as per the recommendations of the Wage and Salary Committee. Mr. Drewry seconded and the motion carried with all in favor.

24. **Agenda Item #24.** Mr. Drewry moved to adjourn the meeting at 2:57 p.m. Mr. Swanberg seconded and the motion carried with all in favor.

Irma Tamez, Recording

Derrick Swanberg – Secretary

Steve D Krenek – President

Doc-3478126

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3478126

Recorded On: August 28, 2023 01:26 PM

Billable Pages: 5

Number of Pages: 6

WARR DEED W/VL

*******Examined and Charged as Follows*******

Total Recording: $ 52.00

*******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:	3478126
Receipt No:	20230828000211
Recorded On:	August 28, 2023 01:26 PM
Deputy Clerk:	Maria Perez
Station:	CH-1-CC-K01

Record and Return To:

Corporation Service Company
919 North 1000 West

Logan UT 84321

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

Edwards Abstract & Title Co.
GF# 950434

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 25, 2023

Grantor: RUDY ESCOBAR and LINDA E. ESCOBAR, a married couple
Grantor's Mailing Address (including county): 7629 Greengage Dr.
Fort Worth, Texas 76133
Tarrant County, Texas

Grantee: RAUL EURESTI JR. and JUAN MANUEL BORJON
Grantee's Mailing Address (including county): 608 Sycamore Ave.
McAllen, Texas 78501
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of SUN WEST MORTGAGE COMPANY, INC., in the principal amount of TWO HUNDRED TWENTY-FOUR THOUSAND AND NO/100THS DOLLARS ($224,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SUN WEST MORTGAGE COMPANY, INC., and by a first-lien deed of trust of even date from Grantee to SANDLER LAW GROUP, Trustee.

By execution of this deed of conveyance, RUDY ESCOBAR hereby revokes REVOCABLE TRANSFER ON DEATH DEED dated November 9, 2016, executed by RUDY ESCOBAR, recorded November 9, 2016, under Clerk's File No. 2762265, Official Records, Hidalgo County, Texas.

Property (including any improvements):

Being a 0.84 acre tract of land, more or less, situated in the City of Edinburg, Hidalgo County, Texas, said 0.84 acre tract being out of and forming a part of Lot 18, M.L. 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:

Commencing at the Northeast corner of said Lot 18, same being a point within the right-of-way of Trenton Road;

Thence, N 81° 30' 41"W along the North line of said Lot 18 and within the Existing right of way of Trenton Road, to a point on the West line of a called 65.00 foot wide Hidalgo County Irrigation District #1 Canal right of way (Claimed in fee and shown in Volume 5, Page 51, Map Records of Hidalgo County Texas), a distance of 32.50 feet to a cotton picker spindle set, for the Northeast corner of the herein described tract and point of beginning;

Thence, S 08° 29' 19" W along the West line of the said Hidalgo County Irrigation District No. 2 canal right of way to a point on the North boundary line of a called 28.65 acre tract conveyed to the United States of America/U.S. Border America, recorded under Document number 1165407, official Records of hidalgo County, Texas, passing at a distance of 30.00 feet a 1/2 inch iron rod west on the existing South right of way line of Trenton Road, and continuing for a total distance of 208.71 feet to a 1/2 inch iron rod set, for the Southeast corner of the herein described tract;

Thence, N 81° 30' 41"W along the boundary line of said 28.65 acre tract, a distance of 176.21 feet to 5/8 inch iron rod found at an interior corner of said 28.65 acre tract, for the Southwest corner of the herein described tract;

Thence, N 08° 29' 19"E continuing along the boundary line of said 28.56 acre tract, to a point on the North line of the said Lot 18, passing at a distance of 178.71 feet a 1/2 inch iron rod set on the existing South right of way line of Trenton Road, and continuing a total distance of 208.71 feet to a cotton picker spindle set, for the Northwest corner of the herein described tract;

Thence, S 81° 30' 41"E along the North line of said Lot 18 and withing the existing right of way of Trenton Road, a distance of 176.21 feet to the point and place of beginning, said tract containing 0.84 acres, more or less, out of which the North 30.00 feet (0.12 acres) lies with in the existing right of way of Trenton Road.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Mineral and/or royalty grant(s) and/or reservation(s) in instrument(s) dated July 25, 1960, recorded in Volume 986, Page 59, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease(s) dated April 3, 1961, recorded in Volume 263, Page 359, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Designation Gas Unit dated October 06, 1965, recorded in Volume 302, Page 854, Oil and Gas Records, Hidalgo County, Texas.

Amendment of Oil, gas and Mineral Lease dated March 09, 1999, recorded in Document No. 797498, Oil and Gas Records, Hidalgo County, Texas.

Amendment of Oil, Gas and Mineral Lease dated February 24, 1999, recorded in Document No. 797499, Official Records, Hidalgo County, Texas.

Oil, Gas and Mineral Lease(s) dated July 13, 1965, recorded in Volume 300, Page 161, Oil an Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Highway Right of Way Easement dated March 23, 1974, recorded in Volume 1406, Page 114, Deed Records, Hidalgo County, Texas.

Right of Way Easement dated December 24, 1975, recorded in Volume 1469, Page 641, Official Records, Hidalgo County, Texas.

Non-Drilling Covenant dated April 06, 2000, recorded in Document No. 860323, Official Records, Hidalgo County, Texas.

Non-Drilling Covenant dated March 23, 2000, recorded in Document No. 864218, Official Records, Hidalgo County, Texas.

Memorandum of Operating Agreement dated June 13, 2003, recorded in Document No. 1258994, Official Records, Hidalgo County, Texas.

Subsurface Easement Agreement dated December 15, 2003, recorded in Document No. 1463624, Official Records, Hidalgo County, Texas.

Utility easement dated January 28, 2004, recorded in Document No. 1290977, Official Records, Hidalgo County, Texas.

Easement dated October 16, 2004, recorded in Document No. 1399663, Official Records, Hidalgo County, Texas.

Easement and/or other rights, if any, as set forth in Contract dated March 1, 1911, recorded in Volume 19, Page 129, Deed Records, Hidalgo County, Texas.

40.00-foot road right of way; 80-foot canal right of way; as per map recorded in Volume 5, Page 51, Map Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

All right, title and interest, including but not limited to fee simple title, owned or claimed to be owned by HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Any portion of Trenton Road, utility poles, phone box, water meter, fiber optic, any encroachment and/or protrusion of fence, as shown in a survey plat dated August 18, 2023, prepared by IVAN GARCIA, R.P.L.S. No. 6496; Job No. SUR 23 083.

Taxes for the year 2023 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from conveyance, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from conveyance, and exceptions to conveyance and warranty herein contained.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

SUN WEST MORTGAGE COMPANY, INC., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of SUN WEST MORTGAGE COMPANY, INC., and are transferred to SUN WEST MORTGAGE COMPANY, INC., without recourse against Grantor.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS," EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

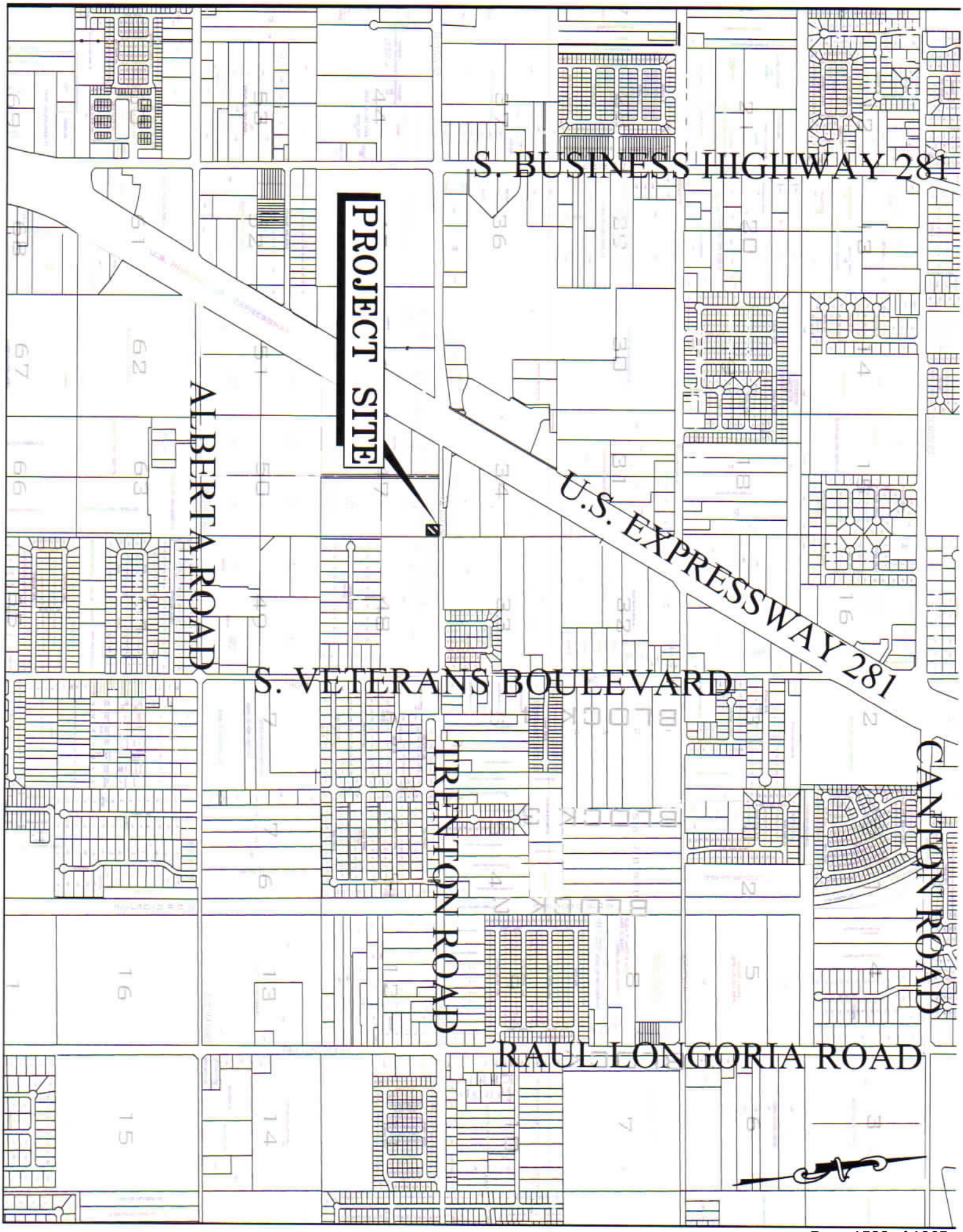
When the context requires, singular nouns and pronouns include the plural.

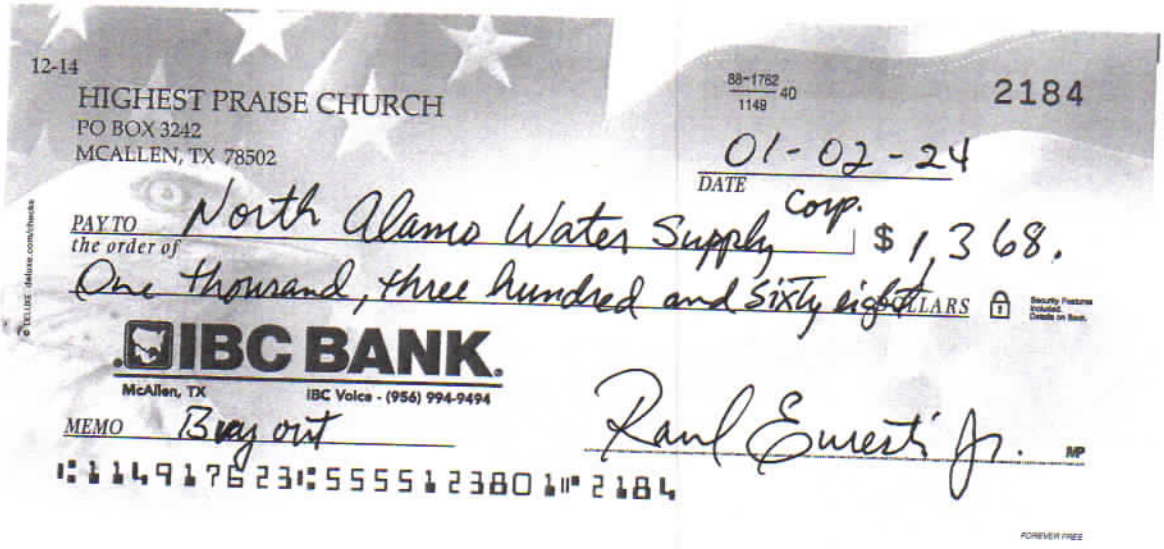
RUDY ESCOBAR

LINDA E. ESCOBAR

SUBDIVISION CHECK LIST

	Subdivision Name	HIGHEST PRAISE CHURCH RGV SUBDIVISION			
	No. of Lots / Gross & Net Acres	1 LOT 0.84 ACRES			
	Location	E. OF US 281 S. OF TRENTON ROAD			F.H.
	Developer's Name	RAUL EURESTI JR. & JUAN MANUEL BORJON		Ph #	
	Engineering Firm	RIO DELTA ENGINEERING		Ph #	380-5152
	Contractor			Ph #	
	ITEMS	BBUYOUT REQUEST $1,368.00	**AMOUNTS**		
	Preliminary Plat & Utility layout	11/30/2023			
	Subdivision Narrative Letter				
	Warranty Deed				
	Subdivision Review Fee			Rec #	
	Water Service Agreement Signed				
	Preliminary Design review				
	Board of Director's Appr.to proceed				
	Hydraulic Analysis Study				
	Contract offsite easements			Rec #	
	Letter of Conditions Issued & Rec.				
	Black Hydrant Legal Deposit			Rec #	
	Fire Hydrant Liab. Ins. Reims.			Rec #	
	County / City Notice To Proceed				
	Submittal of Material List for Project				
	Preconstruction Meeting				
	A/P County/State Bore Permits			Rec #	
	NAWSC Separate M.P.O. Easement				
	Irrigation District Exclusion Letter			Irri.	
	Administrative Filing Sub			Rec #	
	Installation Deposits-Curr YR			Rec #	
	New/Forfeited Membership			Rec #	
	Water Supply Fee			Rec #	
	Sewer Provider	CITY OF EDINBURG SEWER			
	Pipe line Pressure Test				
	Bac-it Sample Approved				
	Service connections Pad Lock				
	Engineer Cost of Wtr Improv.				
	WW Letter of Conditions Issued & Rec.				
	W.W. Subdivision Review Fee			Rec #	
	W.W. Administrative Fee			Rec #	
	W.W. Plant Capacity Replacement Fee			Rec #	
	Engineer Cost of W.W. Improvements				
	Final Inspector's W.W. Certification				
	3.5 C.D Disk on State Plain format				
	Subdivision As-Builts				
	Final Inspector's Wtr Certification		**DATE**		
	Thirty Year Letter				


S. BUSINESS HIGHWAY 281
PROJECT SITE
ALBERTA ROAD
U.S. EXPRESSWAY 281
S. VETERANS BOULEVARD
TRENTON ROAD
CANTON ROAD
RAUL LONGORIA ROAD



12-14

HIGHEST PRAISE CHURCH
PO BOX 3242
MCALLEN, TX 78502

88-1762 / 1149 40

2184

DATE 01-02-24

PAY TO the order of North Alamo Water Supply Corp. $ 1,368.

One thousand, three hundred and sixty eight DOLLARS

Security Features Included. Details on Back.

IBC BANK
McAllen, TX IBC Voice - (956) 994-9494

MEMO Buy out

Raul Ewert Jr. MP

⑆114917623⑆55551238O⑈2184

FOREVER FREE

North Alamo Water Supply Corp.
420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
1/04/24	2024-01

Sold To
Highest Praise Church

Check No.	Payment Method	Rep
2184	Check	RD

Description	Qty	Rate	Amount
Service Area Release		1,368.00	1,368.00
E. of US 281 S. of Trenton RD Buyout		**Total**	1,368.00

THE CITY OF Edinburg

November 6, 2023

Ivan Garcia, P.E., R.P.L.S.
Rio Delta Engineering
921 S. 10th Avenue
Edinburg, TX 78539

RE: **Water CCN Buyout for Highest Praise Church RGV Subdivision**

Mr. Garcia:

In response to your email November 2, 2023, please be advised that the City of Edinburg has the water available in the area in question and is willing to provide potable water service to the proposed subdivision. Once the buyout has been completed and an Interlocal Agreement between the City and NAWSC is executed, the city can provide the water service.

Services will be available when the owner of the property has extended the water services into their property and has met the requirements as set out in the City's 2021 Standards Manual.

If you have any questions or require additional information, please call me at (956) 388-8212.

Sincerely,

Digitally signed by Gerardo Carmona
Date: 2023.11.06 14:27:10 -06'00'

Gerardo Carmona Jr., P.E.
Director of Utilities

c: Tom Reyna – Assistant City Manager
Arturo Martinez – Director of Water Resources

RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

November 29, 2023

Mr. Steven P. Sanchez
General Manager
North Alamo Water Supply Corporation
420 S Doolittle Road
Edinburg, TX 78542

Re: Highest Praise Church RGV Subdivision – Water CCN Buyout

Dear Mr. Sanchez,

On behalf of Raul Euresti Jr., and Juan Manuel Borjon, property owners of the subdivision to be named "Highest Praise Church RGV Subdivision", we would like to request consideration from NAWSC to allow us to buyout the 0.84 acres of the proposed subdivision and release to the City of Edinburg for water service.

Highest Praise Church RGV Subdivision is a proposed 0.84 acres development with 1 proposed lot that will be used as a church. This subdivision is located east of the intersection of US-281 and Trenton Road. This Subdivision lies within the City of Edinburg city limits. The proposed subdivision layout was developed centered on the limitations of the lot dimensions and configuration; and designed to comply with all City of Edinburg subdivision standards.

Included with this request is a letter from the City of Edinburg stating that they are willing and fully capable of providing potable water service to the proposed subdivision.

Enclosed are copies of the proposed subdivision plat, survey of the area requested for the buy-out, and additional exhibits for reference. Please let me know if there are any questions regarding this request. Your consideration of this request is greatly appreciated.

Respectfully submitted,

Ivan Garcia P.E., R.P.L.S
Agent

EXHIBIT "A"
TRACT 1 - 0.84 ACRES
OUT OF LOT 18, M.L. WOODS TRACT No. 4
VOLUME 5, PAGE 51,
MAP RECODS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

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:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18, SAME BEING A POINT WITHIN THE RIGHT-OF-WAY OF TRENTON ROAD;

THENCE, N 81° 30' 41" W ALONG THE NORTH LINE OF SAID LOT 18 AND WITHIN THE EXISTING RIGHT-OF-WAY OF TRENTON ROAD, TO A POINT ON THE WEST LINE OF A CALLED 65.00-FOOT WIDE HIDALGO COUNTY IRRIGATION DISTRICT #1 CANAL RIGHT-OF-WAY (CLAIMED IN FEE AND SHOWN IN VOLUME 5, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 32.50 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND **POINT OF BEGINNING;**

THENCE, S 08° 29' 19" W ALONG THE WEST LINE OF THE SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT-OF-WAY, TO A POINT ON THE NORTH BOUNDARY LINE OF A CALLED 28.65-ACRE TRACT CONVEYED TO THE UNITED STATES OF AMERICA/U.S. BORDER AMERICA, RECORDED UNDER DOCUMENT NUMBER 1165407, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 30.00 FEET A 1/2 -INCH IRON ROD SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF TRENTON ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 208.71 FEET TO A 1/2 -INCH IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 81° 30' 41" W ALONG THE BOUNDARY LINE OF SAID 28.65-ACRE TRACT, A DISTANCE OF 176.21 FEET TO 5/8- INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 28.65-ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 29' 19" E CONTINUING ALONG THE BOUNDARY LINE OF SAID 28.56-ACRE TRACT, TO A POINT ON THE NORTH LINE OF THE SAID LOT 18, PASSING AT A DISTANCE OF 178.71 FEET A 1/2 -INCH IRON ROD SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF TRENTON ROAD, AND CONTINUING A TOTAL DISTANCE OF 208.71 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 30' 41" E ALONG THE NORTH LINE OF SAID LOT 18 AND WITHIN THE EXISTING RIGHT-OF-WAY OF TRENTON ROAD, A DISTANCE OF 176.21 FEET TO THE **POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 0.84 ACRES, MORE OR LESS, OUT OF WHICH THE NORTH 30.00 FEET (0.12 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF TRENTON ROAD.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

8/18/2023

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
RIO DELTA ENGINEERING
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539



EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

STATE OF TEXAS §

COUNTY OF HIDALGO § TWO PARTY CONTRACT

CITY OF EDINBURG §

WHEREAS, Raul Euresti Jr. & Juan Manuel Borjon ("Developer"), owns a 0.84 acre tract of land known as Highest Praise Church RGV Subdivision, which is located in central Hidalgo County on the East side of 281 and South of Trenton Road; and

WHEREAS, proposed Highest Praise Church Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity ("CCN") jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ") and the Public Utility Commission of Texas ("PUC"); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as "Service Agreement," is necessary to be made between NAWSC and the City as set out in Exhibit "A" attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and Raul Euresti Jr. & Juan Manuel Borjon in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout transaction contemplated in the Service Agreement, including but not limited to CCN

application fees and related legal fees. The total amount is estimated as $2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

5. **Alternate Dispute Resolution.** 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. 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 each Party. 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, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
Attention: Myra L Ayala, City Manager
P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: Raul Euresti Jr & Juan Manuel Borjon
608 Sycamore Ave
McAllen, Texas 78501

8. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by Venser Contractors, LLC., and the City of Edinburg, in duplicate originals effective on _____ day of _____, 2024.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

Raul Euresti Jr and Juan Manuel Borjon

BY:_____
Raul Euresti Jr. & Juan Manuel Borjon
Owner
608 Sycamore Ave
McAllen, Texas 78501

EXHIBIT "A" –

COUNTER-PART AGREEMENT BETWEEN NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) AND CITY OF EDINBURG

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.E.
Purchase: Kamstrup AMI (Automated Metering Infrastructure) Meters

1. **Agenda Item:**
Consider Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona, Jr., P.E., Director of Utilities]

2. **Description:**
The purchase of these smart water meters ranging in size from 5/8 inch to 4-inch meters will allow the department to install new meters for development and replace some existing non-working meters in the system.
The purchase of smart meters will facilitate the reading of meters electronically and will be installed in new developments and in areas where non-working meters are located.

The price of each size of smart water meter is as follows:

Size	Unit Price
• 5/8" x 3/4"	$286.00
• 1"	$414.72
• 1.5"	$1,027.35
• 2"	$1,442.10
• 3"	$2,181.50
• 4"	$3,129.98

The price above will be valid for the remainder of Fiscal Year 2023-2024.

Funding is available within the 2023-2024 Fiscal Year Operating Budget.

3. **Staff's Recommendation:**
Approving the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed.

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

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Attachment A: Aguaworks Pipe & Supply, LLC
B. Attachment B: Aguaworks Pipe & Supply, LLC Sole Source Letter
C. Attachment C: Aguaworks Pipe & Supply, LLC Sole Source Affidavit

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS PIPE & SUPPLY
2907 NORTH CENTRAL AVENUE
BROWNSVILLE, TX 78526

Telephone: 956-831-2500

Bid expires on 12/30/24

Line	Quantity	Sell Per	Description	Price Per	Unit Price	Extended Price
			PROJECT: 1-1/2", 3" & 4" METER BID DATE: 02/07/2024 LOCATION: EDINBURG QUOTED BY: ERNIE ORTGA			
			NOTE 1 ALL PRICES ARE FIRM FOR REOCURRING METER PURCHASES FOR BUDGET YEAR 2024			
			NOTE 2 ALL SPECIAL ORDERED MATERIALS INCLUDING FABRICATED PIPE ARE NON-CANCELLABLE AND NON-RETURN ABLE ONCE THEY HAVE BEEN RE-LEASED FOR PRODUCTION.			
			NOTE 3 THIS QUOTATION REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECIFICATIONS AND IS OFFERED AS AN AID TO BIDDING THIS JOB ONLY. MATERIAL QUANITIES ARE NOT GUARANTEED TO BE EXACTLY WHAT YOU WILL NEED TO COMPLETE THIS PROJECT. ********** **********			
330	1	EA	2907IQ2250 5/8X3/4 FLOWIQ 2250 AMI METER TYPE # 02-A-01-D-1-8B-8-US CONFIGURATION # 801-24-002-0000-4-3-3-3-01- 220-1-3-01003 "US GALLONS" 0000000.00 USGAL - 0.01 GPM -		286.00	286.00
360	1	EA	2910IQ2250 1" FLOWIQ 2250 AMI WATER METER TYPE # 02-C-01-D-0-8D-8-US CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 202-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S		414.72	414.72
390	1	EA	2915IQ3200 1-1/2" #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8F-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01-		1,027.35	1,027.35

Continued Next Page

			212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S		
420	1	EA	2920IQ3200 2" 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8H-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S	1,442.10	1,442.10
450	1	EA	2930IQ3200 3" IQ #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8K-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 200-1-3-01003 DIAL FACE US GALLONS 350 GPM	2,181.50	2,181.50
480	1	EA	2940IQ3200 4" IQ 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8P-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 200-1-3-01003 700 GPM	3,129.98	3,129.98
			NOTE: INSTALLATION NOT INCLUDED		

Subtotal:	8,481.65
Tax:	.00
Bid Total:	8,481.65

kamstrup

REF: Kamstrup Distributor in Southern Texas

Aguaworks Pipe & Supply, LLC.
2907 N. Central Ave.
Brownsville, TX 78526

The above mentioned company has the sole source reselling rights in the Rio Grande Valley of Texas to include the following counties:

Harris, Montgomery, Waller, Fort Bend, Colorado, Wharton, Jackson, Matagorda, Brazoria, Galveston, Chambers, Jefferson, Liberty, Orange, Cameron, Willacy, Hidalgo, Starr, Kenedy, Brooks, Jim Hogg, Zapata, Webb, Duval, Victoria, Calhoun, Refugio, Aransas, San Patricio, Nueces and Kleberg.

Please contact the undersigned with any questions.

Best Regards,

Joseph Hlaihel, MBA
Director, Distribution Sales U.S.
Direct: +1-713-816-5720
FAX: +1 678 387 3602
E-MAIL: jmh@kamstrup.com
WEB: www.kamstrup.com

Think forward

THE CITY OF Edinburg

PURCHASING DIVISION

SOLE SOURCE AFFIDAVIT

Company: Aguaworks Pipe & Supply, LLC	Date (MM/DD/YYYY): 01/22/24
Contact Person: Thomas Bennett	Phone: (956) 383-8600
Address (address/city/state/zip): 501 West FM 2812, Edinburg, TX 78541	

Before me, the undersigned official, on this day, appeared, Thomas H. Bennett, Jr, a person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath deposed and said:

1. My name is Thomas H. Bennett, Jr.; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Aguaworks Pipe & Supply, LLC.
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below:
   Kamstrup Metering Systems
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:
   - ○ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
   - ○ A film, manuscript, or book;
   - ◉ A captive replacement part or component for equipment.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**
6. I have carefully reviewed the Texas Local Government Code, Sec. 252.022, and hereby certify that we meet and comply with it.

Thomas H. Bennett, Jr. — President

Signature of Authorized Official — *Title of Authorized Official*

Notary

SUBSCRIBED AND SWORN to before me on this 22 day of January, 2024.

SEAL

PATRICIA RIVERA
Notary Public, State of Texas
Comm. Expires 03-22-2025
Notary ID 131055533

Notary Public Signature: [signature]

Print Name: Patricia Rivera

My Commission Expires: 03-22-2025

For Purchasing Use Only ☐ The City approves this form effective for one (1) year. Initials: _____ Expires _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.F.
Bid No. 2024-07, Annual Concrete Service (Re-Bid)

1. **Agenda Item:**
Consider Awarding Bid No. 2024-07, Annual Concrete Service (Re-Bid) to 3E Logistics, LLC of Edinburg, Texas, Per Unit Prices as Listed and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Vincent Romero, Public Works Director]

2. **Description:**
On, January 16, 2024, bids were opened for Bid No. 2024-07, Annual Concrete Service (Rebid). Five (5) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2024-07, Annual Concrete Service (Re-Bid) to 3E Logistics of Edinburg, Texas, the lowest bidder meeting specifications per unit price as listed. The city has verified no monies are owed to the city by 3E Logistics, LLC.

Below is the list of vendors who responded to the bid:

3E Logistics, LLC	$2,875.00
8/A Builders, LLC	$8,840.00
Artillery. LLC	$6,079.00
EKLE Construction, LLC	$2,897.00
Rio Grande Constructors and Construction Management	$6,513.00

This Service Contract is to provide Concrete Services that will be utilized throughout the City for the approved Capital Improvements Projects (CIP), Street Improvement Paving Program and repairs within city Right-of-Way. Staff notes that the bid is being awarded based on unit price, and quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. The current Concrete Service Agreement will insure the availability of concrete repairs and installation needed for continuous operation throughout the next two (2) years. This Contract shall be for a period of one (1) year from date of award with the option to extend the contract for one (1) additional year, if the performance of the contractor is satisfactory and the unit price(s) remain unchanged.

Funding is available in the FY 2023-2024 General Fund Operating Budget, Streets, Rental and Contractual and ARPA Federal Funding.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2024-07, Annual Concrete Service (Re-Bid) to 3E Logistics, LLC of Edinburg, Texas, Per Unit Prices as Listed and Authorize the City Manager to Enter into an Agreement Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. Bid Reccomendation Form-Annual Concrete Re-bid
B. Notice to Bidders - Annual Concrete Rebid
C. Bidder's List - Annual Concrete Re-bid
D. 3E Logistics Proposal
E. 8A Builders Proposal
F. Artillery Proposal
G. EKLE Proposal
H. RGC & CM Proposal
I. Agreement - Annual Concrete Rebid

THE CITY OF Edinburg

Bid 2024-07 Annual Concrete Service (Re-Bid)
Opening Date: January 16, 2024 at 3:00 p.m.

Vendors:				3E Logistics of TX, LLC	8/A Builders LLC	Artillery LLC	EKLE Construction LLC	Rio Grande Constructors and Construction Management
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	20" Curb and Gutter - New Installation	1	L.F.	$30.00	$34.50	$40.00	$61.00	$45.00
2	20" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$44.00	$45.00	$85.00	$65.00
3	18" Curb and Gutter - New Installation	1	L.F.	$30.00	$33.50	$40.00	$58.00	$40.00
4	18" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$43.00	$45.00	$78.00	$55.00
5	6' Valley Gutter - New Installation	1	L.F.	$66.00	$204.50	$90.00	$38.00	$80.00
6	6' Valley Gutter - Remove & Replace	1	L.F.	$78.00	$274.50	$102.00	$58.00	$95.00
7	3' Valley Gutter - New Installation	1	L.F.	$33.00	$252.00	$54.00	$34.00	$75.00
8	3' Valley Gutter - Remove & Replace	1	L.F.	$42.00	$312.00	$60.00	$54.00	$90.00
9	18" Valley Gutter - New Installation	1	L.F.	$30.00	$197.00	$40.00	$32.00	$65.00
10	18" Valley Gutter - Remove & Replace	1	L.F.	$34.00	$267.00	$45.00	$47.00	$80.00
11	4' Sidewalk - New Installation	1	L.F.	$31.00	$27.00	$36.00	$48.00	$75.00
12	4' Sidewalk - Remove & Replace	1	L.F.	$34.00	$39.50	$40.00	$68.00	$85.00
13	5' Sidewalk - New Installation	1	L.F.	$35.00	$27.00	$50.00	$52.00	$80.00
14	5' Sidewalk - Remove & Replace	1	L.F.	$40.00	$39.50	$55.00	$72.00	$85.00
15	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$8.00	$31.50	$10.00	$35.00	$10.00
16	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$10.00	$35.50	$11.00	$55.00	$15.00
17	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$11.00	$39.50	$15.00	$48.00	$15.00
18	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$15.00	$44.50	$17.00	$62.00	$20.00
19	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$14.00	$45.50	$16.00	$50.00	$18.00
20	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$16.00	$48.50	$18.00	$62.00	$20.00
21	ADA Compliant Handicapped Ramps - New Installation	1	EA	$1,000.00	$2,950.00	$2,500.00	$850.00	$2,200.00
22	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$1,250.00	$3,850.00	$2,750.00	$950.00	$3,200.00

INVITATION FOR BID

2024-07

ANNUAL CONCRETE SERVICE (RE-BID)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 27, 2023

DEADLINE FOR QUESTIONS: January 8, 2024

RESPONSE DEADLINE: January 16, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
INVITATION FOR BID
Annual Concrete Service (Re-Bid)

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

Attachments:

A - Contract_Agreement

B - Specifications

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids from qualified bidder's for Annual Concrete Services.

1.2. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.3. Timeline

Release Project Date	December 27, 2023
Pre-Proposal Meeting (Non-Mandatory)	January 8, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/84092044832?pwd=SUhZbFhYY3NOTXBGU09sSWFrQlVJZz09 Meeting ID: 840 9204 4832 Passcode: 411310
Question Submission Deadline	January 8, 2024, 5:00pm
Proposal Submission Deadline	January 16, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Annual Concrete Service (Re-Bid).

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

3:00 pm, Tuesday, January 16, 2024.

All sealed bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 16, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic bid 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 No. 2024-07" 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)

BID No. 2024-07

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 contained the Bid, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, January 8, 2024.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the bid for a period of **60 days** without taking action.

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

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bid for: Annual Concrete Service (Re-Bid).

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 reject any or all Bids, 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 Manager, 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 solicitation package ITEMS is used, its meaning shall refer to the request for Annual Concrete Service (Re-Bid) 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.

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 AND OFFICIAL CONTACT

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

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

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.

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.

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. Scope of Work

The City of Edinburg Public Works Department is requesting construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Flat Work, 6" Flat Work and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps and gutters.

4.2. Concrete Services

20" Curb and Gutter - New Installation

20" Curb and Gutter - Remove & Replace

18" Curb and Gutter - New Installation

18" Curb and Gutter - Remove & Replace

6' Valley Gutter - New Installation

6' Valley Gutter - Remove & Replace

3' Valley Gutter - New Installation

3' Valley Gutter - Remove & Replace

18" Valley Gutter - New Installation

18" Valley Gutter - Remove & Replace

4' Sidewalk - New Installation

4' Sidewalk - Remove & Replace

5' Sidewalk - New Installation

5' Sidewalk - Remove & Replace

4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation

4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace

6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation

6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace

6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation

6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace

ADA Compliant Handicapped Ramps - New Installation

ADA Compliant Handicapped Ramps - Remove & Replace

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes
☐ No

*Response required

5.5. ARPA Required Certifications

*5.5.1. Please enter the company's Unique Entity Identification (UEI) Number assigned by the System for Award Management and upload**

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

*Response required

*5.5.2. . Please review and sign the Conflict of Interest Summary of Rules for Contractors and upload here**

Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

*Response required

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

Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

*Response required

5.5.4. Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity.

Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

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

Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

*Response required

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

Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

*Response required

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

Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

*Response required

6. Pricing Proposal

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.			
2.	20" Curb and Gutter - Remove & Replace	1	L.F.			
3.	18" Curb and Gutter - New Installation	1	L.F.			
4.	18" Curb and Gutter - Remove & Replace	1	L.F.			
5.	6' Valley Gutter - New Installation	1	L.F.			
6.	6' Valley Gutter - Remove & Replace	1	L.F.			
7.	3' Valley Gutter - New Installation	1	L.F.			
8.	3' Valley Gutter - Remove & Replace	1	L.F.			
9.	18" Valley Gutter - New Installation	1	L.F.			
10.	18" Valley Gutter - Remove & Replace	1	L.F.			
11.	4' Sidewalk - New Installation	1	L.F.			
12.	4' Sidewalk - Remove & Replace	1	L.F.			
13.	5' Sidewalk - New Installation	1	L.F.			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.			
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft			
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft			
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft			
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.			
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.			
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.			
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA			
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA			
TOTAL						

Vendors	
WHITE CAP, L.P.	RTD CONSTRUCTION, LLC
1DZ ENTERPRISE LLC	RUCOBA & MAYA CONSTRUCTION, LLC
1ST KGE CONSTRUCTION INC	RUSH IMPORTS & EXPORTS LLC
1i Group, LLC	RYCON E&C, LLC
3 FARMER ENTERPRISES, INC.	RYMARH CORPORATION
3-P CONCRETE	Ramroc Construction Company, Ltd., L.L.P
360 PREMIER CONSTRUCTION LLC	Re-Crete, LLC
360 TXC, LLC	Reign Construction
3i Contracting, LLC	Reim Construction, Inc.
4MA CONSTRUCTION LLC	River Line Contracting, LLC
4l Construction	S & R CONSTRUCTION SERVICES, LLC
8WS CONSTRUCTION LLC	S-CON CONSTRUCTION, LLC
9 Ether Global Services, LLC	S. BURKE ENTERPRISES
915 DO IT RIGHT, LLC	SA FACILITIES SOLUTIONS, INC.
@HUB SERVICES LLC	SABRE COMMERCIAL, INC.
A & A Cable Contractors, Inc.	SAFETY COUNTS INC.
A D WELDING, INC.	SALCIDOS CONCRETE WORKS
A ORTIZ CONSTRUCTION & PAVING, INC.	SAN ANTONIO CONSTRUCTORS & CONSULTING, L
A STATUS CONSTRUCTION	SANCO CONTRACTORS, LLC
A&L GONZALEZ LLC	SAW DIAMOND BLADES OF STEEL, LLC
A-1 BUILDING SUPPLY LLC	SCOTT COLLIER CONSTRUCTION
A.C. CONTRACTING SERVICE, L.L.C.	SEALE CONSTRUCTION, INC
A2 R, LLC	SERVPRO OF NORTHWEST SAN ANTONIO
ABH PROS LLP	SHADEMASTERS WINDOW TREATMENTS
ACCURATE TELECOM SERVICES LLC	SHELBY DISTRIBUTIONS, INC.
ACE CO CONSTRUCTION, LLC	SHELL CRAFT, LLC
ACE HARDWARE OF MINERAL WELLS	SHELLBACK CONSTRUCTION, LLC
ACE UNITED, LLC	SIMBA INDUSTRIES
ACME Facility Maintenance, LLC	SKE Construction, LLC
ACS CONSTRUCTION SERVICES	SKO ELITE REPAIR LLC
ACS CONTRACTORS	SMB GROUP LLC
ACS FENCE AND CONTRACTING SERVICES LLC	SMR CONSTRUCTION INC.
ACUMEN ENTERPRISES, INC.	SOLA GROUP LLC
ADAM'S TRADE & SERVICES, INC.	SOUTH CENTRAL SUPPLY LLC
ADCOM ENTERPRISES LLC	SPENCER CONSTRUCTION LLC
AET GLOBAL LOGISTICS, LLC	SR TRIDENT INC.
AFTERMATH STRUCTURAL REPAIR LLC	STATE PARK SUPPLIES, LLC
AGGIELAND CONSTRUCTION LTD.	STAY-SHARP ENTERPRISES INC
AGH2O HOLDINGS, LLC	STBP, INC.
AGY ENTERPRISES	STIFFS 5 STAR ENERGY CONSERVATION SERVIC
AHI FACILITIES LLC	STONE CASTLE INDUSTRIES, INC.
AHI INDUSTRIAL LLC	STRONG WALLS CONCRETE LLC
AHP CONSTRUCTION & SUPPLY LLC	SYNERGY PROJECT CONTRACTORS, INC.
AJ Commercial Services, Inc.	SYSTEMS INTEGRATION, INC.
AJ3 CONSTRUCTION LLC	Sagan Commercial Roofing, LLC.
ALAMO ENVIRONMENTAL, INC. DBA ALAMO 1	Santa Fe Concrete Services, LLC

ALCYON GLOBAL LLC	Saylee Greer, LLC
ALL IN ONE BUILDING MAINTENANCE AND	Seneca Construction Management, LLC
ALL MATERIALS CONSTRUCTION, LLC	Servitas, LLC
ALL PRO GENERAL CONSTRUCTION, INC.	Sigma Polishing & Restoration, LP
ALL THINGS SMITH	Sir Charles Investments Inc.
ALLBRITE CONSTRUCTORS OF TEXAS, INC	Siren Steel, Inc.
ALLEN CONCRETE, LLC	Skilled Construction Subs Unlimited LLC
ALPC, LLC	South Texas Soil Services LLC.
ALPHA ASPHALT AND PARKING LOT CONTRACTOR	Standard Cement Materials, Inc.
AMERICAN CONCRETE & CONSTRUCTION, LLC	Stellar Constructors, LLC
AMERICAN RENEWABLE ENERGY	T & T EARTH MOVERS, INC.
AMERICAN SPECIALTY LLC	T.S.S.C. ENTERPRISES
AMERICHOICECONSTRUCTION LLC	TAMEZ-PEARSON CONSTRUCTION, INC.
AMERIVET ENTERPRISES, LLC	TEKNOR SOLUTIONS LLC
AMSTAR, INC.	TEN POINT SERVICES
ANIF CLOUD9 TECH SOLUTIONS LLC	TERRELL CONSTRUCTION SERVICES LLC
AO GENERAL CONTRACTOR, INC.	TEXAS DISPOSAL SYSTEMS, INC.
APPLIED THERMAL SOLUTIONS	TEXAS GLOBAL CONSTRUCTION, INC.
AR6 CONSTRUCTION & ENGINEERING, LLC	TEXAS INDEPENDENT BUILDERS
ARANDA TRANSPORT LLC	TEXAS PATRIOT CONTRACTING LLC
AREDI ENTERPRISES, LLC	THAKKAR DEVELOPMENT COMPANY, LLC
ARIVA CONTRACTING, LLC	THE COLONNA GROUP, LLC
ARS SPECIALTY CONTRACTORS, LLC	THE DLP GROUP, INC.
ASFI CONSTRUCTION, L.L.C.	THE FENCE LADY, INC.
ASHTON SAWING AND DRILLING	THE MARK IV CONSTRUCTION GROUP, LLC
ASORIA CONSTRUCTION SERVICES LLC	THE PALOMINO GROUP
ASPAN CONSTRUCTION, INC. DBA	THE SABINAL GROUP, L.L.C.
ATTA GURL CONSULTING LLC	THOMAS HICKS CONSTRUCTION, INC.
AXE Industrial, LLC	THOUSAND MILE SOUTH CONSTRUCTION, INC.
AXIS CONSTRUCTION SERVICES, LLC	THR Enterprises, Inc.
AZTECA DESIGNS, INC	TIERRA FIRME CONSTRUCTION, INC.
AZTLAN VENTURES,INC.	TIMBERLINE RENOVATIONS OF HOUSTON LLC
Access Data Supply, Inc.	TMG CONTRACTING, LLC
Accu - Aire Mechanical, LLC	TONEY CONSTRUCTION INC.
Aggieland Select Construction, LLC	TOTAL SURFACE CONCEPTS
All Pro Landscapers LLC	TREG EROSION CONTROL SPECIALISTS, LLC
All Works Construction Corporation	TRINI CONSTRUCTION BUILDER LLC
Alman Construction Services, L.P.	TRITON ALLIANCE GROUP, INC.
Alonso Excavation & Construction Co., In	TRITON GC LLC
Amigo Services, Inc.	TUCON LLC
Apostle Construction Enterprises, LLC	TURNKEY CONSTRUCTION I,L.P.
Armor Construction Co. Inc.	Texas Bluebonnet Concrete, Inc.
Austin Constructors, LLC	Texas Velocity Enterprises LLC
B & L Environmental Management LLC	TexasChile Inc
B&A CONCRETE, L.L.C.	The Black Lion Development Group of Texa
B&B GENERAL CONTRACTORS LLC	The HABITS Group LLC
B&B PLUMBING AND CONSTRUCTION, INC.	Tiempo Communications and Utility Servic

B.I.T CONSTRUCTION SERVICES INC	Torres Construction Group LLC
BALLEW CONSTRUCTION, LLC	Trillium Construction Company LLC
BASECOM, INC.	UNA INFINITY, L.P.
BASIC ENVIRONMENTAL GROUP, LLC	UNDERGROUND SUPPORT SERVICES, LLC
BAYLOR LUMBER AND BLDG. CO,INC	UNIQUE REMODELING & CUSTOM HOMES LLC
BAYTEX CONTRACTING LLC	URBAN SOIL
BCB Claims Service, LLC	Underground Water Solutions Company, Inc
BCL&D Services	Urban Infraconstruction, LLC
BCL&D Services	VAQUERO COMMERCIAL, INC.
BEL-GRA CONSTRUCTION LLC	VERTRAGOV INC
BELCO SUPPLY	VERUM SERVICES, LLC
BLACK STALLION CONTRACTORS, INC.	VIRTUE CONSTRUCTION PARTNERS LLC
BMC LOGOPS, LLC	VISIONS CONTRACTORS INC.
BORDER PIPE REHAB, LLC	Vertical Events and Solutions Inc
BOSWELL RUSTIC ROUNDUP, INC.	Vetra Global Services, LLC
BOWA CONSTRUCTION MANAGEMENT	W&B LOGISTICS, LLC
BP SURFACE SOLUTIONS LLC	W. A. Robbins Construction Co., Inc.
BRALY BUILDERS SUPPLY COMPANY, INC.	WADE CONSTRUCTION SERVICES GROUP LLC
BRAND CONSTRUCTION LLC	WALL CONCRETE COMPANY, LLC
BRAZOS PAVING, INC.	WALLING CONSTRUCTION CO
BRICK & STEEL INVESTMENTS LLC	WATSON COMMERCIAL CONSTRUCTION, LTD.
BRIGHT STAR CONSTRUCTION GROUP LLC	WERNER CONSULTING
BROWN-MCKEE, INC.	WEST TEXAS REBAR PLACERS INC.
BTB Unlimited, LLC	WHITE CONSTRUCTION COMPANY
BULLHAUS LLC	WLA Connections LLC
BXB GROUP INCORPORATION	West Texas Mowing LLC
BYRDSON SERVICES, LLC	Y&R DEVELOPMENTS LLC
Botello Builders Corporation	YELLOW DOG CONSTRUCTION LLC
Building Team Solutions of Dallas, Inc	YHWH HOLDINGS LLC
Butler Construction Group LLC	YUCCA CONTRACTING
C AND A BUILDERS	Z & L CONCRETE CONTRACTORS, INC.
C-2 Concrete, Inc.	ZAMCO DIRECTIONAL DRILLING LLC
C.C. ZAMORA CONSTRUCTION LLC	ZOAT Construction/ Handyman Services
CAL-TEX Interiors Incorporated	ZTEX CONSTRUCTION, INC.
CALIDAD CONSTRUCTION, LLC	ZUNIGA INSULATION PAINT SCAFFOLD (ZIPS)
CALLIE CONSTRUCTION SERVICES LLC	https://www.texasstuccosupply.com/
CAMELOT OUTDOOR SOLUTIONS LLC	J.R. Enterprises
CAPITAL CITY CONSTRUCTION LLC	J.R.O. Electrical Services L.L.C.
CAPTAIN CONSTRUCTION COMPANY LLC	J7 Services LLC
CARCON INDUSTRIES & CONSTRUCTION, LLC	JACKSON HILL INTEREST, LLC.
CASIAS CONSTRUCTION, LLC	JACQUEZ CONSTRUCTION AND TRUCKING LLC
CASTANO & SON	JAMCO Ventures, LLC
CASTRO CONTRACTOR SERVICES INC	JAMES ENTERPRISE
CCS CUSTARD CONSTRUCTION	JAMES GEE CONSTRUCTION, INC.
CCS DM, LLC	JAYCO STEEL SERVICES, INC.
CDM7, LLC	JENNRAND DIVERSIFIED, L.L.C.
CEDA-TEX SVCS INC	JERSON'S CONCRETE LLC

CERTIFIED EXTERIORS LLC	JF Construction Management Group
CGC GROUP, INC.	JIMCO CONSTRUCTION
CHISUM CONSTRUCTORS LLC	JJRM Enterprises, LLC
CISC COMMERCIAL CONSTRUCTION	JLG STRUCTURES, INC.
CK CONSTRUCTION, INC.	JOAE PROPERTIES LLC
CLI-ENERGY AND CONSTRUCTION, LLC	JOBE MATERIALS L.P.
COASTAL BEND ROOFING, LLC.	JON TUCKER CONSTRUCTION, LTD.
COLLABORATE CONSTRUCTION COMPANY, LLC	JRJ ENTERPRISE LLC
COLSTON CONSTRUCTION INC.	JSR, INC.
COM-CRETE, LLC	K & S CONTRACTORS
COMPRA IMPORT & EXPORT. JR	K Constructors LLC
CONCORD COMMERCIAL SERVICES, INC.	KAITLIN KENT ENTERPRISES, INC.
CONCRETE CONNECTION LLC	KCJ DESIGN & CONSTRUCTION INC.
CONFORMANCE LLC	KEARNEY PRO-BUILDERS
CONSETEX LLC	KEYSTONE REMODELING, LLC
CONSTRUCTION ZONE OF TEXAS, LLC.	KHL WHOLESALE
CONSTRUCTORA ALGEFE LLC	KISNER SOLUTIONS, LLC
COPELAND CONTRACTING COMPANY, INC	KOSUCOS SERVICES LIMITED
CORLEY FAMILY ENTERPRISES LLC	KRKONOS & CEPHI, LLC
CORZA CONSTRUCTION LLC	KT MAINTENANCE COMPANY
COTTON COMMERCIAL USA, INC.	KYVER CONTRACTORS, LLC
COUNTRY BOY TRUCKING &	Kegley, Inc.
COVARRUBIAS REMODELING SERVICE LLC	Kocurek Land Improvement, Inc
COX CONCRETE CONTRACTORS, INC.	L & G CONCRETE CONSTRUCTION, INC.
CRAGG'S DO IT BEST LUMBER AND	L'Renee & Associates, LLC
CRAGG'S DO IT BEST LUMBER AND	LAFORTE CONSTRUCTION, LLC.
CRAILLEY ENTERPRISES LLC	LARGIN CONSTRUCTION SERVICES, LLC
CRC CONTRACTING INC	LAUREL CONSTRUCTION, LLC
CRC LANDSCAPING & CONSTRUCTION, LLC	LDF CONSTRUCTION GROUP LLC
CROSBY GOVERNMENT SOUTIONS LLC	LEETEX GROUP LLC
CSA Concrete Construction, Inc.	LFM DEVELOPMENT INC
CT WALKER, LLC	LJ's Services
CT4 CONSTRUCTION LLC	LMS Contractors
CTNJ CONSTRUCTION LLC	LONE STAR INDUSTRIAL MATERIALS LLC
CVI DEVELOPMENT, LLC.	LONESTAR CONCRETE TECHNOLOGIES LLC
Central Texas Finishers	LOVEJOY CONSTRUCTION
Certified Placers LLC	LOVES GENERAL MANAGEMENT SERVIVCES LLC
Chavez Service Companies, Inc.	LOWE'S COMPANIES INC
CherAmey Enterprises LLC	LOYOLA CONSTRUCTION, LLC
Clearview Building Service & Restoration	LSRI LLC
Coastal Consulting, Inc.	LUBBOCK VICTORY HOMES, LLC
Con-Cor Inc.	LUCHAZIE CONSTRUCTION LLC
Con-Real Support Group, LP	LYNESS CONSTRUCTION
Concrete Staining By Design	Leath Hydromulch & Enviromental Services
Consolidated Installation Support, LLC	Ledesma Brothers Construction llc
Creed Construction, Inc.	Longoria Masonry
D & S S CONSTRUCTION, INC.	M2 Federal Inc.

D G MEDINA CONSTRUCTION, LLC	MACROCOSM SS LLC
D&A WELDING AND FABRICATION	MAF ENTERPRISES, INC.
D.B.M. SERVICES, LP	MAJESTIC SERVICES INC
DALLAS REMODELING GROUP, LLC	MAKENOSH CONCRETE & CONSTRUCTION, LLC
DALLASCO LLC	MALTBY BUILDERS, INC.
DAMYSUS ENTERPRISES, LLC	MAMMOTH FOUNDATION REPAIR, LLC
DANCO TECHNOLOGIES, INC	MARQUEE PROPERTY SERVICES LLC
DASH CONCRETE INC.	MARRS PATRIOT CONSTRUCTION, LLC
DAVID-TEHOUNGUE LTD CO	MARTIN GONZALES, INCORPORATED
DECARLO CONSTRUCTION SERVICES, INC	MASON CONSTRUCTION, LLC
DECENT CONSTRUCTION COMPANY, INC	MAV-CON LLC
DELMAR CONSTRUCTION GROUP, LLC	MAVICH, LLC
DELTA UNLIMITED, LLC	MAXIMUS CONSTRUCTION, LLC
DERRICK CONSTRUCTION COMPANY, INC.	ME CONTRACTING LLC
DEVPRO COMMERCIAL CONTRACTORS, INC	MEXZIM Corporation
DGS GENERAL CONSTRUCTION GROUP, LLC	MID-AMERICA METAL ROOFING AND SIDING INS
DHMSA CONSTRUCTION, LLC	MID-TEX CONTRACTING LLC
DIRT DIGGERS EXCAVATION, LLC	MIGHTY SERVICES CONSTRUCTION, LLC
DISADVANTAGE RESIDENTIAL HOUSING	MIKOCORP, LLC
DIVERSE SOLUTIONS GROUP, LLC	MILCON CONSTRUCTION, LLC
DM3 HOMES LLC	MILKYWAY ENTERPRISES LLC
DMA CONTRACTORS INC.	MILLENNIUM PROJECT SOLUTIONS, INC.
DMR SOLUTIONS INC	MIMBELA CONTRACTORS, INC.
DOS HERMANOS CONSTRUCTION, LLC	MJ AQUISITIONS ENTERPRISE, LLC
DSG=JOBS	MJK CONSTRUCTION LLC
DT CONTRACTORS LLC	MLP Ventures Inc.
DUDLEY CONSTRUCTION, LTD.	MOJAVE PROJECT LLC
DUFFIN CONSTRUCTION, LLC	MONTANO CONSTRUCTION LLC
DYNAMIC BASE CONSTRUCTION, LLC	MOORING RECOVERY SERVICES
Dina Contracting Resources , LLC	MORTENSON
Do-Crete Construction, LLC	MUDSKIP STUDIO LLC
E&M GRACE, LLC	MYERS CONCRETE CONSTRUCTION, LP
EAGLE ERECTORS, LTD.	Madero Engineers & Architects, LLC
EARTHCO LANDSCAPE CONSTRUCTION, LLC	Marmolejo Construction Company Inc
EAS CONTRACTING, L.P.	Momentum Concrete Services, LLC
EAS DEVELOPMENT	N.A.E. ENTERPRISES, INC.
EDG PRO CONTRACTORS LLC	NATIONAL NATIVE AMERICAN CONSTRUCTION
EFFICIO CONSTRUCTION SERVICES, LLC	NECHEMYA CONSTRUCTION
ELICERIO CONSTRUCTION	NETI CONSTRUCTION ENTERPRISES, LLC
ELK RIVER CONSTRUCTION GROUP	NEW AGE GENERAL CONTRACTORS, INC.
ELOY LOPEZ CONCRETE INC	NEW WAY SERVICES R&C LLC
EMERGENT SERVICES INCORPORATED	NOBLE TEXAS BUILDERS, LLC
ENVIRONMENTAL SAFETY SERVICES INC.	NORTH AMERICAN COMMERCIAL
EP GEM ENTERPRISES LLC	NPPC CONSULTING LLC
EPIC ENERGY SERVICES, LLC	NUKO ENTERPRISES LLC
ES CONSTRUCTION, LLC	Newhouse, Inc.
ESTRUCTURA, LLC	OLIVAS JUNK YARD

ET TOWER LLC	ORTIZ CONSTRUCTION GROUP LLC
EXQUISITE CONCEPTS LLC	Odoti Holding LLC
Eischen's General Contracting, LLC	Olsen & Guerra Lumber Company
El Dorado Services, Inc	Oscar Orduno Inc
Elias Concrete Construction LLC	PARAGON DELTA LLC
Elite Pumping Services, LLC	PARK CONSTRUCTION & BUILDING MAINTENANCE
FAITH DEMOLITION, LLC	PAVEWAY CONSTRUCTION LLC
FANCY BROTHERS CONSTRUCTIONS	PBS CONSTRUCTION, LLC.
FELIX SALINAS GROUP, INC.	PECOS CONSTRUCTION LLC
FERRELL ENTERPRISE INTERNATIONAL	PEREZ CONSTRUCTION LLC
FGV23 LLC DBA PCG PREMIER CONCRETE GROUP	PERPETUAL DEVELOPMENT, LLC
FINE CUT LAND & CONSTRUCTION LLC	PHOENIX GENERAL CONTRACTORS, LLC
FITZ ASSOCIATES, LLC	PIATRA INC.
FLATWORX CONSTRUCTION, LLC	PILLAR AND STRONG INC.
FLYWHEEL SPECIALTY SERVICES, LLC	PINION 91 CONTRACTING, LLC
FOAM SALES GROUP DFW, LLC	PINNACLE EVECS LLC
FORREST INDUSTRIAL GROUP LLC	PIVOTAL INDUSTRIES
FOX QUALITY CONCRETE, LLC	PLAN B DSGN, LLC
FRAUSTO - CASTILLO CONSTRUCTION GROUP, L	PMG CUSTOM HOMES, INC.
FRONTIER DEVELOPMENT INC.	PMG Project Management Group, LLC
FRONTLINE SUPPORT SOLUTIONS, LLC	POSILLICO CIVIL INC.
FULCRUM CONTRACTING GROUP LLC	POST L GROUP, LLC.
Falcon Construction Services	POTERE CONSTRUCTION LLC
Fire Line Services, Inc.	PRECISE CONCRETE SERVICES, LLC
Firemans Paving & Supplies, LLC	PRECISION SITE SERVICES, LLC
Five B's Construction & Utilities, Inc.	PREMIER INTERIOR DEVELOPMENT, INC.
G & H CONSTRUCTION AND REMODELING LLC	PRESTIGE BUILDING GROUP LLC
G. L. MORRIS ENTERPRISES, INC.	PRICKLY PEAR CONTRACTING LLC
G. Marin Rebar, Inc.	PRIME CRETE ENTERPRISES, INC.
G2 CONTRACTORS, LLC	PRIME M&C INC
G2 Construction Services, Inc.	PRIMIS CORPORATION
GALAXY BUILDING SERVICES, INC.	PRO CONSTRUCTION TEXAS LLC
GARCIA J CONTRACTORS INC	PROBITY CONSTRUCTION MANAGEMENT, LLC
GAYLE & ROBERSON CONSTRUCTION, LLC	PROCONSTRUCT INCORPORATED
GAYLE ASSOCIATES	Packard Building Services, LLC
GCC Enterprises, Inc.	Pdv Associates, Inc.
GEORGE WELCH CUSTOM HOMES, LLC	Post Oak Construction, LLC
GG's Construction, LLC	Prestique, Inc.
GIBRALTAR US, INC.	Proficient Constructors, LLC
GLOBALIZE AMERICAN SAFETY, LLC	Promex Cement, LLC
GMC CONSTRUCTION MANAGEMENT SERVICES,	Pronto Sandblasting & Coating Inc.
GMR DRYWALL	Q Recycling & Construction Services, Inc
GOLDEN CONCRETE L.L.C.	QLTY CONCRETE LLC
GOURLEY CONTRACTORS LLC	QUAD-TEX CONSTRUCTION, INC.
GRANCHELLI CONSTRUCTION LLC	QUALITY INNOVATIONS, INC.
GRATEX LOGISTIC AND SERVICES LIMITED	QUEST CONTRACTING, INC.
GREENLINE APARTMENT MANAGEMENT	R & D DIRT WORKS AND CONSTRUCTION

GREENWORLD CONSTRUCTION	R&G CONSTRUCTION LLC
GROUNDED CREATIONS LLC	R.D. HOWARD, LLC
Gilbert May, Inc.	R.J. HARRIS CONSTRUCTION (GULF COAST) LP
Globe Builders Inc.	R.L. ABATEMENT, INC.
GrayJett Holdings, LLC	R.T. CONSTRUCTION
Gutier LLC	RACHEL BYRANT CO
H2 INTERIORS LLC	RAM CONCRETE & ASPHALT, LLC
H3 CONSTRUCTION, LLC	RAM TELECOM LLC
HALLCON CONSTRUCTION, L.L.C.	RANCHLAND FENCING LLC
HAMPSHIRE CONSTRUCTION &	RBS BUILDERS, LLC
HARPER HARDWARE, LLC	RBT INTERESTS INC. DBA HOLLIS BLOOM
HARRIS ACOUSTICS, LTD.	RCO Construction, LLC
HAVOC SERVICES	RED CREEK, LLC
HDZ COMMERCIAL CONSTRUCTION LLC	RED EAGLE TX HOLDINGS LLC
HEARTS FOR HOMES	REID'S ESTIMATING AND CONTRACTING LLC
HEELS OF STEEL CONSTRUCTION, LLC	RELENTLESS SERVICES LLC
HEIGHTS BUILDERS	REMBERT VENTURES, INC.
HEISKELL CONSTRUCTION INC	REMOLINO, INC.
HGR GENERAL CONTRACTORS, L.P.	RENAISSANCE CONTRACTING LLC
HICO ENERGY SOLUTIONS, LLC	RESOURCE ASSOCIATES OF NEVADA
HIGH RIDGE CONSTRUCTION, INC.	RESTORATION PRO MASTERS LLC
HOMEBASE REPAIRS, LLC	REYES-TAYLOR CONSTRUCTION LLC
HONORA CONSTRUCTION LLC	RICHARD DRAKE CONSTRUCTION COMPANY, L.P.
HOUSTON MILLER ENTERPRISES, LLC	RM Walsdorf, Inc.
HYNES SERVICES, INC.	RML HAULING & MILLING, INC.
Halo General Contractors, LLC	ROBINSON GENERAL CONTRACTORS, INC.
Hawk Construction	ROCKIN REMODELING
Hays Fiesta LLC	RODRIGUEZ BARR INC.
Holes Incorporated	ROGERS CONSTRUCTION, LLC
Horns Crew Trucking LLC	ROJO CCM
Houston Chem Safe, Inc.	RORO'S TRAILER RENTALS & SALES LLC
IBC CONSTRUCTION LLC	ROTTEN APPLE SERVICES LLC
ICON DIVERSIFIED, LLC	ROUSCAR & SON LOGISTICS LLC
IMANI QUALITY CONCEPTS, LLC	ROYAL E CONSTRUCTION, LLC
INSTINCT ENGINEERING CO	ROYAL E TRANSPORT
IPSUM GENERAL CONTRACTORS, LLC	RST Construction, Inc.
Interstate Concrete & Steel Services Inc	SAMES
Ivy Enterprise	B&R CONSTRUCTION
J & M CIVIL CONSTRUCTION SERVICES, LLC	A THRU Z CONSTRUCTION
J AND M HERITAGE CONSTRUCTION COMPANY	ARTILLERY CONSRUCTION
J C REMODELING & RESTORATION LLC	RIO GRANDE CONSTRUCTION
J NICHOLS CONSTRUCTION, INC.	GONZALEZ ENTERPRISE
J. L. Bass Enterprise, LLC	RIGNEY CONSTRUCTION
J. Sanchez Contracting, Inc.	J.L. SQUARED CONSTRUCTION
J. W. GARRETT & SON, INC.	
J.CARRIZAL GENERAL CONSTRUCTION	

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

3E Logistics of TX, LLC Proposal

CONTACT INFORMATION

Company:
3E Logistics of TX, LLC

Email:
3elogistics.tx@gmail.com

Contact:
Eli Gonzalez

Address:
3309 W. Alberta
Edinburg, TX 78539

Phone:
(956) 587-2972

Website:
N/A

Submission Date:
Jan 16, 2024 8:35 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Complete_Bid_Documents.pdf

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

Company_State_Filing_LLC.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

Proposal_General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_Interest_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

No

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

Sam_Entity.pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

City_of_Edinburg_Conflic_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Oppurtunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

Certification_of_Subcontractor_Regarding_Equal_Employment_Oppurtunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

Certification_of_Nonlobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

Non_Collusion_Affidavit_of_Prime_Bidder.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$30.00	$30.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$30.00	$30.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$66.00	$66.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$78.00	$78.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$33.00	$33.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$42.00	$42.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$30.00	$30.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
11.	4' Sidewalk - New Installation	1	L.F.	$31.00	$31.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$34.00	$34.00	
13.	5' Sidewalk - New Installation	1	L.F.	$35.00	$35.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$40.00	$40.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$8.00	$8.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$10.00	$10.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$11.00	$11.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$15.00	$15.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$14.00	$14.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$16.00	$16.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$1,000.00	$1,000.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$1,250.00	$1,250.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$2,875.00	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
3E Logistics of TX, LLC
P.O. Box 487
Port Isabel, TX 78578

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT: Five Percent of the Greatest Amount Bid (\$5% G.A.B.)
(Name, location or address, and Project number, if any)
2024-07 Annual Concrete Service (Re-Bid)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024

	3E Logistics of TX, LLC
(Witness)	*(Principal)* *(Seal)*
	Owner
	(Title)
	Merchants National Bonding, Inc.
Kim Alia	*(Surety)* *(Seal)*
(Witness)	Neira Hernandez, Attorney-in-Fact
	(Title)

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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only; it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January , 2024 .

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003 INC

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call complaint at: Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

3E Logistics of TX, LLC
803070490

[formerly: 3E Logistics, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/04/2020

Effective: 05/04/2020

Ruth R. Hughs
Secretary of State

Phone: (512) 463-5555
Prepared by: Andy Perales

Come visit us on the internet at https://www.sos.texas.gov/

Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 968516150002

6. Pricing Proposal

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	30.00		
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	34.00		
3.	18" Curb and Gutter - New Installation	1	L.F.	30.00		
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	34.00		
5.	6' Valley Gutter - New Installation	1	L.F.	166.00		
6.	6' Valley Gutter - Remove & Replace	1	L.F.	78.00		
7.	3' Valley Gutter - New Installation	1	L.F.	33.00		
8.	3' Valley Gutter - Remove & Replace	1	L.F.	42.00		
9.	18" Valley Gutter - New Installation	1	L.F.	30.00		
10.	18" Valley Gutter - Remove & Replace	1	L.F.	34.00		
11.	4' Sidewalk - New Installation	1	L.F.	31.00		
12.	4' Sidewalk - Remove & Replace	1	L.F.	34.00		
13.	5' Sidewalk - New Installation	1	L.F.	35.40		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.	40.00		
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	8.00		
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	10.00		
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	11.00		
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	15.00		
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	14.00		
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	16.00		
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	1,000.00		
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	1,250.00		
TOTAL						

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE SALINAS
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE CO	
INSURER B : PROGRESSIVE	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D : KINSALE INSURANCE CO	
INSURER E : GREAT AMERICAN INSURANCE	
INSURER F :	

INSURED
3E LOGISTICS OF TX, LLC
2009 PRISCILLA LN
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			0100260916-0	09/28/23	09/28/24	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 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			03880115	07/20/23	07/20/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100249173-1	09/28/23	09/28/24	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002082204	08/20/23	08/20/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	INLAND MARINE			IMPF057679-00-00	07/19/23	07/19/24	RENT/LEASED COVERAG DEDUCTIBLE SCHEDULED EQUIP	500,000 1,000 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2024-07 ANNUAL CONCRETE SERVICE (RE-BID)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR

EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
1/15/2024

Company/Vendor Name:
3E Logistics of TX, LLC

Printed Name and Title:
Eli Gonzalez, Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 3E Logistics of TX, LLC
(Full, correct legal name)

- Address: P.O Box 487
Port Isabel, TX 78578
- Telephone/Fax: (956) 587-2972
- Email address: 3elogistics.tx@gmail.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. 14

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: Eli Gonzalez
Address: P.O Box 487, Port Isabel, TX 78578
Telephone: (956) 587-2972
Fax: _____
Email: 3elogistics.tx@gmail.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, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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.*

G

SIGNATURE OF COMPANY REPRESENTATIVE:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

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.**

N/A

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 N/A

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 N/A

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

N/A

Signature of vendor doing business with the governmental entity

1/15/2024

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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ZUDQECWCCM5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SAM.GOV

Entity Workspace Results 1 Total Results

3e Logistics of TX , LLC

Unique Entity ID: ZYUDQECWCCM5

CAGE/NCAGE: 99Z79

Entity Status: Active Registration

Doing Business As:

Physical Address:
2009 Priscilla Ln
Edinburg , TX
78539-5902 USA

Expiration Date:
Apr 12, 2024

Purpose of Registration:
All Awards

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 1/15/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, Owner

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 3E Logistics of TX. LLC

Address and Zip Code: P.O Box 487, Port Isabel, TX 78578

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land POA of Entry
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land POA of Entry
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Eli Gonzalez, Owner
(Name and Title of Signer – please type)

Signature

1/15/2023
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 3E Logistics of TX, LLC PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

3E Logistics of TX, LLC
P.O Box 487
Port Isabel, TX 78578

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

_____ Yes ✓ No

Eli Gonzalez, Owner
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/15/2024
DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Eli Gonzalez

Title of Contractor's Authorized Official: Owner

Date: 1/15/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eli Gonzalez
NAME

Owner
TITLE

SIGNATURE

1/15/2024
DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of 3E Logistics of TX, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Eli Gonzalez Date: 1/15/2024

Title: Owner Notary: Cynthia Tijerina

(Apply Notary Seal)

(Print or type names under all signatures)

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

3E Logistics of TX, LLC
803070490

[formerly: 3E Logistics, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/04/2020

Effective: 05/04/2020

Ruth R. Hughs
Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/
Phone: (512) 463-5555
Prepared by: Andy Perales
Fax: (512) 463-5709
TID: 10303
Dial: 7-1-1 for Relay Services
Document: 968516150002

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE SALINAS
PHONE (A/C, No, Ext): (800)887-4989 Ext. FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE CO	
INSURER B : PROGRESSIVE	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D : KINSALE INSURANCE CO	
INSURER E : GREAT AMERICAN INSURANCE	
INSURER F :	

INSURED
3E LOGISTICS OF TX, LLC
2009 PRISCILLA LN
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			0100260916-0	09/28/23	09/28/24	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			03880115	07/20/23	07/20/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100249173-1	09/28/23	09/28/24	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002082204	08/20/23	08/20/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	INLAND MARINE			IMPF057679-00-00	07/19/23	07/19/24	RENT/LEASED COVERAG	500,000
							DEDUCTIBLE	1,000
							SCHEDULED EQUIP	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
2024-07 ANNUAL CONCRETE SERVICE (RE-BID)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR

EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

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:
1/15/2024

Company/Vendor Name:
3E Logistics of TX, LLC

Printed Name and Title:
Eli Gonzalez, Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 3E Logistics of TX, LLC
(Full, correct legal name)

- Address: P.O Box 487
Port Isabel, TX 78578
- Telephone/Fax: (956) 587-2972
- Email address: 3elogistics.tx@gmail.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. 14

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: Eli Gonzalez
Address: P.O Box 487, Port Isabel, TX 78578
Telephone: (956) 587-2972
Fax: _____
Email: 3elogistics.tx@gmail.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, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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.*

G

SIGNATURE OF COMPANY REPRESENTATIVE:

Eli Gonzalez Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

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 N/A

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 N/A

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

N/A

Signature of vendor doing business with the governmental entity

1/15/2024

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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ZUDQECWCCM5

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?
Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?
To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SAM.GOV

Entity Workspace Results 1 Total Results

3e Logistics of TX , LLC

Unique Entity ID: ZYUDQECWCCM5

CAGE/NCAGE: 99Z79

Entity Status: Active Registration

Doing Business As:

Physical Address:
2009 Priscilla Ln
Edinburg , TX
78539-5902 USA

Expiration Date:
Apr 12, 2024

Purpose of Registration:
All Awards

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 1/15/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, Owner

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 3E Logistics of TX. LLC

Address and Zip Code: PO Box 487, Port Isabel, TX 78578

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land POA of Entry
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)
   22-192 Anzalduas U.S Land POA of Entry
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Eli Gonzalez, Owner
(Name and Title of Signer – please type)

Signature

1/15/2023
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: 3E Logistics of TX, LLC PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

3E Logistics of TX, LLC
P.O Box 487
Port Isabel, TX 78578

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

_____ Yes ✓ No

Eli Gonzalez, Owner
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/15/2024
DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Eli Gonzalez

Title of Contractor's Authorized Official: Owner

Date: 1/15/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eli Gonzalez
NAME

Owner
TITLE

SIGNATURE

1/15/2024
DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of 3E Logistics of TX, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Eli Gonzalez Date: 1/15/2024

Title: Owner Notary: Cynthia Tijerina

(Apply Notary Seal)

(Print or type names under all signatures)

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

8/A Builders LLC Proposal

CONTACT INFORMATION

Company:
8/A Builders LLC

Email:
tx8abuilders@hotmail.com

Contact:
Arnoldo Ochoa

Address:
7708 Expressway 83
Mission, TX 78572

Phone:
(956) 321-1769

Website:
N/A

Submission Date:
Jan 16, 2024 1:28 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

8A_Builders_Company_Profile_w_1295_Form_#2024-07.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

23_24_Master_Certificate_City_of_Edinburg_#2024-07_8A.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_-_#2024-07_8A.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_-#2024-07_8A.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_-_#2024-07_8A.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_#2024-07_8A.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_#2024-07_8A.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_#2024-07_8a.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_Form_#2024-07_8A.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

SAM_Registration_and_Activation_#2024-07_8A.pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

Conflict_of_Interest_#2024-07_8A.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Opportunity_#2024-07_8A.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

Equal_Opportunity_Employer-Subcontractor_#2024-07_8A.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_#2024-07_8A.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

Non-Lobbying_Activities_#2024-07_8A.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

Non-Collusion_Affidavit_of_Prime_Bidder-Subcontractor_#2024-07-8A.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$34.50	$34.50	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$44.00	$44.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$33.50	$33.50	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$43.00	$43.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$204.50	$204.50	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$274.50	$274.50	
7.	3' Valley Gutter - New Installation	1	L.F.	$252.00	$252.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$312.00	$312.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$197.00	$197.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$267.00	$267.00	
11.	4' Sidewalk - New Installation	1	L.F.	$27.00	$27.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$39.50	$39.50	
13.	5' Sidewalk - New Installation	1	L.F.	$27.00	$27.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$39.50	$39.50	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$31.50	$31.50	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$35.50	$35.50	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$39.50	$39.50	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$44.50	$44.50	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$45.50	$45.50	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$48.50	$48.50	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$2,950.00	$2,950.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$3,850.00	$3,850.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$8,840.00	

Capability Statement

Mission

8/A Builders LLC is committed to providing the best construction and steel fabricating services, including drilling and excavation at a fair and market-competitive price. We specialize in finishes for commercial construction, including metal studs, drywall, tape and float, ceiling tile, floor, tile, and painting.

At 8/A Builders, we strive to maintain a high standard of professionalism, honesty, and fairness with our suppliers, subcontractors, customers, and employees. We are focused on delivering high-quality construction projects in a safe, professional, and timely manner.

Core Competencies

8/A Builders is a general construction company that prides itself in exceptional project, time, and cost management skills. Our core competencies include but are not limited to:

- **Exceptional construction management skills**- 8/A builders have provided construction services to residential, industrial, governmental, and educational agencies over a span of 19 years in a timely and cost-effective manner.
- **Professionalism**- 8/A Builders' goal is to provide the highest level of customer service and is committed to maintaining positive relationships with every member of the project team.
- **Safety-** There is no substitute for safe operations and safety is a priority at all our job sites.
- **Quality**- It is particularly important for 8/A Builders that we, along with our subcontractors, provide quality work are experts in their specialty, and have the qualified individuals in the field to produce the final quality product.

Past Performances

- Catholic Diocese of Brownsville
- Edinburg C.I.S.D.
- Hidalgo County Precinct #2
- IDEA Public Schools
- Los Fresnos C.I.S.D.
- Mission C.I.S.D.
- P.S.J.A. I.S.D.
- South Texas College
- U.S. Department of Veterans Affairs
- WEBB C.I.S.D.

General Information

Registered Name: 8/A Builders LLC
Company Established since 2004
Primary Contact: Arnoldo Ochoa, President

8/A Builders LLC
7708 W. Expressway 83
Mission TX 78572
956-627-1327 office / 956-358-1691 cell
Licensed Builder #14836

Email: tx8abuilders@hotmail.com
Phone: (956) 358-1691 Office: (956) 627-1327
DUNS: 965001931 CAGE: 8E6E1

NAICS CODES:

2361	Residential Building Construction
236115	New Single-Family Housing Construction (except For-Sale Builders)
236116	New Multifamily Housing Construction (except For-Sale Builders)
236117	New Housing For-Sale Builders
236118	Residential Remodelers
2362	Nonresidential Building Construction
236210	Industrial Building Construction
236220	Commercial and Institutional Building Construction
238120	Structural Steel and Precast Concrete Contractors
238130	Framing Contractors
238160	Roofing Contractors
238170	Siding Contractors
2383	Building Finishing Contractors

Past Performance References

1. Catholic Diocese of Brownsville
   - Clint M. Brown
   - Director-Real Estate & Facilities Management
   - 956-784-5028 Direct
   - 956-793-8918 Cell
   - Cbrown@cdob.org

2. WEBB CISD
   - Heriberto Gonzalez
   - Superintendent
   - 361-747-5415
   - bgonzalez@webbcisd.com

3. Los Fresnos CISD
   - Daniel G. Cantu
   - Maintenance Coordinator, Maintenance Department
   - 956-254-5075 Office
   - 956-832-2412 Cell
   - dacantu@lfcisd.net

4. Hidalgo County Precinct # 2
   - Commissioner Eduardo “Eddie” Cantu
   - 956-292-7000
   - eduardo.cantu@co.hidalgo.tx.us

5. U. S. Depratment of Veterans Affairs
   - Luis Partida M. Ed., MBA
   - Operations Administrator
   - 956-291-9028 ext. 69028
   - Luis.partida@va.gov

Certificate of Registration

Texas Residential Construction Commission

Hereby Certifies that

8/A Builders
521 North Bentsen Palm Drive
Mission, Texas

Has Met the Statutory Requirements
As a

REGISTERED BUILDER
NO. 14836

In the State of Texas
Issued on

July 6, 2004

Patrick Cordero, Chairman

Stephen D. Thomas, Executive Director

Company by Contracts

Company's contacts are by contracts, if your company have the same contacts for all contracts, when add or edit contacts just same "same in all contracts"

To add/Edit or remove Company's resellers Here

ID	Vendor	Contract	Contacts	Open POs	Completed POs
5226	8A Builders LLC	23010401		(0)	
	Trades, Labor, and Materials (NON-JOC) Exp. Date:04/30/2028				
5226	8A Builders LLC	23010402		(0)	
	Trades, Labor, and Materials (JOC) Exp. Date:04/30/2025				
5226	8A Builders LLC	23060201		(0)	
	Pavement and Other Related Services (NON-JOC) Exp. Date:08/31/2026				

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1824136732700**
File/Vendor Number:	**520788**
Approval Date:	**22-JAN-2020**
Scheduled Expiration Date:	**22-JAN-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

8A BUILDERS 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 20-MAY-2020, 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

AssuredPartners

500 N. Central Expressway, Ste. 550
Plano, TX 75074
assuredpartners.com

December 14, 2023

8/A Builders, LLC
7706 W. Expressway 83
Mission, TX 78572

Re: 8/A Builders, LLC – Bond Reference Letter

To Whom It May Concern:

Please accept this letter as verification of the fine standing that 8/A Builders, LLC has with our agency and American Alternative Insurance Corporation. 8/A Builders has demonstrated a proven ability to deliver quality projects on time and within budget. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner.

From a bonding perspective, 8/A Builders' financial position and superior qualifications allow them to qualify for bonded jobs in the $1mm single and $2mm aggregate range with American Alternative Insurance Corporation. American Alternative Insurance Corporation is rated A+ (Superior) XV by AM Best and is listed on the U.S. Treasury Department's Listing of approved Sureties with an underwriting limitation of $19,377,000. We anticipate providing any performance and payment bonds once the project in question is agreeable to both parties, proper contracts are in place, and normal underwriting occurs.

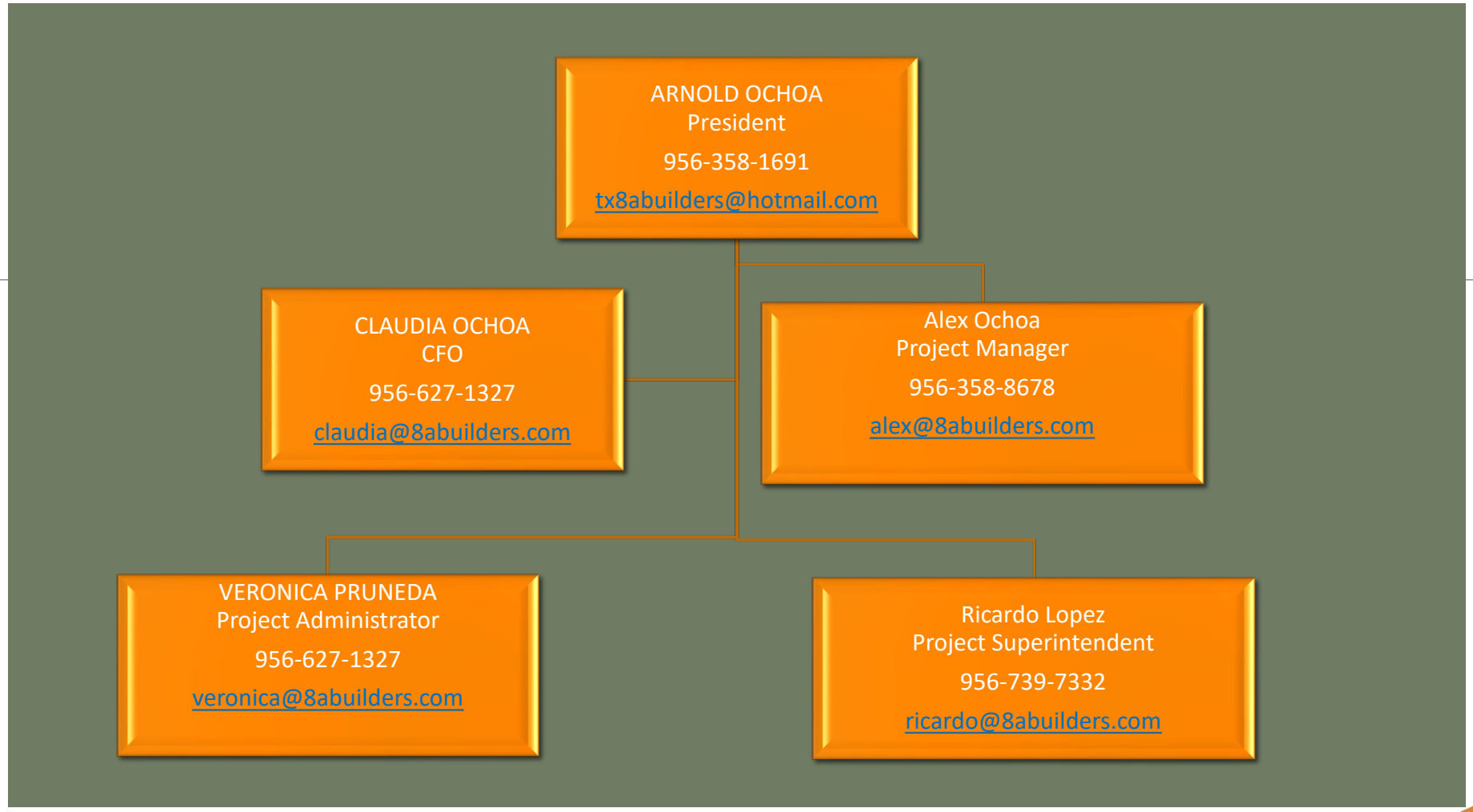
We know that if you use 8/A Builders, LLC you will be very pleased with the excellent quality of work performed within the contract guidelines. The professionalism displayed by this firm is well known and has become a trademark of their company. We at AssuredPartners consider it a privilege to work with such a fine organization. We highly recommend 8/A Builders, LLC without reservation.

If you have any further questions, please don't hesitate to give me a call at 972-331-3725.

Best Regards,

Russ Frenzel
Attorney-in-Fact
AssuredPartners

**We at AssuredPartners are not liable for any reason final bonds are not executed. All bonds are a matter between the Surety Company and the Contractor.



Organization Chart

ARNOLDO OCHOA

1301 Cedro Street, Penitas TX 78576 | tx8abuilders@hotmail.com | (956) 358-1691

PROFILE

A dedicated, accomplished, resourceful and proactive Law Enforcement Management Professional with extensive background experience in operations, training, community relations and administration. Over twenty (20) years of experience with the Palmview Police Department and Starr County Sheriff's Office using comprehensive skills in developing policies, procedures, administrating budgets, staffing, recruiting, administering new programs, and overall crime prevention. A proven leader with a reputable track record of honesty, loyalty, and integrity with the ability to deliver results in high pressure situations. An individual counting with specialized training in breaking and entering, motor vehicle accidents, causation, homicide, robbery, fire cause, fraud, drug operations and surveillance. Strong experience and knowledge in law enforcement procedures including the following:

- Crime Prevention
- Crime Scene Investigation
- Traffic Control Operations
- Crisis Intervention
- Management/Supervison
- Arrests/Search and Seizure
- Firearms
- Patrol/Tactical
- Asset Forfeiture

SKILLS & ABILITIES

Extensive experience ranging from everyday operations, training, community relations and administration.

EXPERIENCE

OWNER, *8/A BUILDERS*
1996-PRESENT

Self-employed general contractor with experience with both residential and commercial property remodeling and new construction.

RESERVE DEPUTY, *STARR COUNTY SHERIFF'S OFFICE*

2013-2017

ASSISTANT POLICE CHIEF, *PALMVIEW POLICE DEPARTMENT*

1996-2012

Started as a patrol officer and moved up in rank to K-9 Officer, Lieutenant, Commander and ultimately Assistant Police Chief. Performed various duties in public safety including:

crime prevention, crime scene investigation, crisis intervention, management/supervision, search/seizure of assets and staffing/recruiting.

EDUCATION

UNIVERSITY OF TEXAS BROWNSVILLE, BROWNSVILLE, TEXAS
Law Enforcement License/86 Cumulative Hours

LA JOYA I.S.D. 1990 HIGH SCHOOL GRADUATE

COMMUNICATION

Instructor for UTB Police Academy training police cadets for Palmview Police Academy.

LEADERSHIP

A proven leader with a reputable track record in leadership such as former La Joya I.S.D. School Board Member, Mcallen Crime Stopper Board Member, Palmview Crime Stopper Coordinator, former City of Penitas Councilman.

REFERENCES

EVERARDO "EVER" VILLARREAL,
COMMISSIONER HIDALGO COUNTY PRECINCT #3
(956)624-2879

TY OKSUZLER,
CONSTRUCTION PROJECT MANAGER
(512)659-9239

ALEX CANTU,
OWNER OF CHILDREN'S EDUCATION STATION
(956)867-3650

Alejandro Ochoa

Alejandro Ochoa
1301 Cedro street
Penitas, TX 78576

956-358-8678
AlejandroAmauriOchoa@gmail.com

Career Objective

Texas A&M school of Architecture Alumni pursuing a career in the construction Industry with a history of keeping projects on schedule and on budget.

Experience

8/A Builders / Project Manager

September 2023- Present

- Managing multiple projects in the Rio Grande Valley Area.
- Assisting the Pre-Construction team with bids and proposals for future projects.

Hinton Construction / Project Engineer

March 2023-September 2023, Denver Colorado

- Hired to assist the construction of a 350 unit mid-rise Multi-Family project in Downtown Denver.
- Aided the Project Superintendents with the resolution of in field project constraints.
- Oversaw the generation of project wide RFIs and submittals between Ownership, the design team, sub-contractors and the general contractor.
- Managed the project wide concrete testing and compliance for concrete strength.
- Managed the delivery of all material.
- Assisted the management of all subcontractors project wide.

Holder Construction / Office Engineer

September 2022-February 2023, Denver Colorado

- Hired to assist in the completion of an American Airlines relocation project in the Denver International Airport.
- Spearheaded the General Contractor and subcontractor coordination meetings to discuss project wide; timeline, constraints, RFIs, Submittals, and progress.
- Responsible for the following trades: Gate striping, Flooring, Painting, Specialties,Roofing, Signage, and Fire stopping.

Education

Texas A&M College Station / Bachelors Of Science in Planning, Design and Construction. (Double Minor in Construction Management / Communication)
Graduated: August 2022

South Texas College / Interdisciplinary Associate's Degree of Arts
Graduated: May 11, 2018

Skills

- Fluent in Spanish
- Proficient in Microsoft Office
- Procore Certified: Project Management & Core Tool
- Action Oriented
- Adaptable
- CPR/BLS Certified -American Heart Association

RICARDO LOPEZ

CONSTRUCTION SUPERINTENDENT

ricardololivares1984@gmail.com | 956-739-7332 | 609 Greyson Ave McAllen TX 78504

Profile Summary

Highly qualified construction superintendent with 8+ years of experience in on-site leadership concerning the construction process of commercial, residential, medical, and retail buildings. Proven ability to stick within budget constrains and met progress deadlines while sticking to the structural, MEP, and architectural blueprint guidelines.

Professional Skill

- Estimating Materials
- Budget Management
- Attention to Detail & Eye for Perfection
- Understanding of Government Regulations
- Project Management
- Construction Job Site Health & Safety
- Personnel Management
- Fluent in Spanish

Education

Career of Mechanical and Electrical Engineering *1976- 1981*

Instituto Technologico de Matamoros

Work Experience

Construction Superintendent **Cantu Construction Inc.** *2015-2023*

- Oversaw the completion from the ground up of the DHR Orthopedic Institute
- Took the lead in the remodeling and upgrading of various medical facilities at DHR such as the Rehab Center, Cardiology wing, and expansions during the Covid 19 pandemic.
- Initialized the construction of the event center at Rancho Guadalupe
- Project lead for the expansion of the Bungalows on Shary Hotel
- Built and completed Dr. Kiani's Obstetrics and Gynecology Clinic
- Provided general maintenance support for the H-E-B Park and Bert Ogden Arena
- Managed and trained in average over 40 workers and personnel per project
- Ensured accuracy and authenticity of all recorded information during the projects
- Maintained excellent contact and communication with all public entities, city officials, and organizations regarding building permits and inspections

Interest

- Freelance Home Builder
- Blueprints & Working Schematics
- Job Site Logistics

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:
2024-1111096

Date Filed:
01/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
8/A Builders, LLC
Mission, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-07
Annual Concrete Service (Re-Bid)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ochoa, Arnoldo	Mission, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Arnoldo Ochoa, and my date of birth is 08/01/1972.

My address is 1301 Cedro St. (street), Penitas (city), TX (state), 78576 (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 16th day of January (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2023

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
Shepard Insurance Group
5801 N 10th St Suite 600
McAllen TX 78504

CONTACT NAME: Karla Lofton
PHONE (A/C, No, Ext): (956) 686-3888 **FAX (A/C, No):**
E-MAIL ADDRESS: Karla.Lofton@relationinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	^35378
INSURER B : Texas Mutual Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
8A Builders, LLC
7708 W. Expressway 83
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master Certificate **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:			3AA639670	02/02/2023	02/02/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			EZXS3104372	02/03/2023	02/03/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	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		0002057968	02/03/2023	02/03/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability - Policy includes Blanket Additional Insured as per form (s) MEGL -0009-01 0818

General Liability - Policy includes Blanket Waiver of Subrogation as per form(s) MEGL 0241-01 0516

General Liability - Policy includes Blanket Primary and noncontributory as per form (s) CG20 01 01 13

General Liability - Policy includes Construction Project(s) General Aggregate Limit as per form (s) MEGL 0313 02 17

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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AGENCY CUSTOMER ID: 00284114

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Shepard Insurance Group	8A Builders, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability - Policy includes Construction Project(s) General Aggregate Limit as per form (s) MEGL 0313 02 17

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Maximum Annual Limit Of Insurance:	$5,000,000

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.

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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery
Additional Premium: $ Included

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium:	$Included (Check box if fully earned ☒)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

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:** Bobby Palacios
State Farm Bobby Palacios 411 N Jackson Rd Suite A-6 Pharr TX 78577	**PHONE (A/C, No, Ext):** 956-686-7400 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 8A BUILDERS LLC 1301 CEDRO ST PENITAS TX 78576-2209	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			483 8012-E18-53D	11/18/2023	05/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 500000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

This form was system-generated on 01/11/2024 .

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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: 01/16/2024

Company/Vendor Name: 8/A Builders, LLC

Printed Name and Title: Arnoldo Ochoa, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 8/A Builders, LLC
(Full, correct legal name)

- Address: 7708 W. Expressway 83
  Mission, TX 78572

- Telephone/Fax: 956-627-1327 / n/a
- Email address: tx8abuilders@hotmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_X_ No____

4. Where is the Company's corporate headquarters located? Mission, TX

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: Alejandro Ochoa
Address: 7708 W. Expressway 83, Misison, TX 78572
Telephone: 956-358-8678
Fax: n/a
Email: alex@8abuilders.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
n/a

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of

8/A Builders, 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

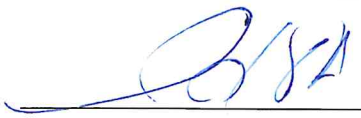
2. Will not boycott Israel during the term of the contract.

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:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of

8/A Builders, 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:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of

8/A Builders, 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.

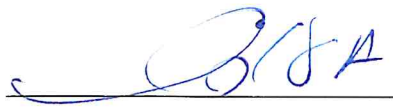
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

n/a

2 ☒ n/a **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 ☒ n/a 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

01/16/2024

Date

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   __X__Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: XN6NRQ297659

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 01/16/2024

Company/Vendor Name: 8/A Builders, LLC

Printed Name and Title: Arnoldo Ochoa, President

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: 8/A Builders, LLC

Address and Zip Code: 7708 W. Expressway 83

Mission, TX 78572

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No ✓ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No ✓ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required ✓ N/A

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Arnoldo Ochoa, President
(Name and Title of Signer – please type)

B/A
Signature

01/16/2024
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: N/A PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

N/A

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

Arnoldo Ochoa, President

NAME AND TITLE OF SIGNER (Please type):

_____ 01/16/2024

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: 

Name of Contractor's Authorized Official: Arnoldo Ochoa

Title of Contractor's Authorized Official: President

Date: 01/16/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

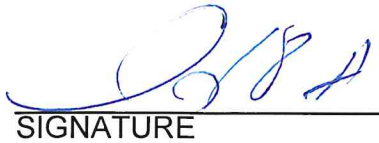
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Arnoldo Ochoa	President
NAME	TITLE
	01/16/2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Arnoldo, being the first duly sworn, deposes and says that:

1. He/she is President (Owner, partner, etc.) of 8/A Builders, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 01/16/2024

Title: President Notary: _____

(Apply Notary Seal)

CLAUDIA NELY OCHO
Notary Public, State of Tex...
My Commission Expires
October 12, 2024
NOTARY ID 13272190-0

(Print or type names under all signatures)

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

Artillery LLC Proposal

CONTACT INFORMATION

Company:
Artillery LLC

Email:
artilleryconstruction@gmail.com

Contact:
Joe Borjas

Address:
3714 Buenos Aires
EDINBURG, TX 78539

Phone:
N/A

Website:
N/A

Submission Date:
Jan 16, 2024 12:01 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Edinburg_Bid.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Edinburg_Insurance.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Edinburg_Conflict_Of_Interest.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

Edinburg_Questionaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Edinburg_Litigation_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Edinburg_House_Bill_89.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Edinburg_Senate_Bill_13.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Edinburg_Senate_Bill_19.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Edinburg_COI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

Edinburg_Sam.pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

Edinburg_COI_2.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

Edinburg_Certification_of_Bidder.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

Edinburg_Certification_of_Sub.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

Edinburg_Clean_Air.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

Edinburg_non_lobbying.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

Edinburg_non_conclusion.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$40.00	$40.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$40.00	$40.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$90.00	$90.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$102.00	$102.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$54.00	$54.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$60.00	$60.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$40.00	$40.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
11.	4' Sidewalk - New Installation	1	L.F.	$36.00	$36.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$40.00	$40.00	
13.	5' Sidewalk - New Installation	1	L.F.	$50.00	$50.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$55.00	$55.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$10.00	$10.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$11.00	$11.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$15.00	$15.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$17.00	$17.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$16.00	$16.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$18.00	$18.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$2,500.00	$2,500.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$2,750.00	$2,750.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$6,079.00	

CONFLICT OF INTEREST DISCLOSURE

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  - 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?
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- 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.

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* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/15/2024

Company/Vendor Name: Artillery LLC

Printed Name and Title: Joe Borjas

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Artillery LLC
(Full, correct legal name)

- Address: Po Box 1074, Edinburg, Texas 78540
- Telephone/Fax: (956) 929-4853
- Email address: Artillery Construction@gmail.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

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?

13 (years) 8 (months)

c. State the number of full-time employees at the Edinburg office. 20

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: Joe Borjas
Address: 2204 N. Skinner Rd, Edcouch, TX, 78538
Telephone: (956) 929-4853
Fax: (956) 685-5937
Email: Artillery construction@gmail.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, Joe Borjas, the undersigned representative of Artillery 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.

Joe Borjas

SIGNATURE OF COMPANY REPRESENTATIVE:

Joe Borjas

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Joe Borjas, the undersigned representative of Artillery 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:

Joe Borjas

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Joe Borgas, the undersigned representative of Artillery 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:

Joe Berjy

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 1/15/2024

Signature of vendor doing business with the governmental entity — 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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: KC9SAQ3KWF33

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 1/15/24

Company/Vendor Name: Artillery LLC

Printed Name and Title: Joe Borjas

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Artillery LLC

Address and Zip Code: PO Box 1074

Edinburg, TX, 78540

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Joe Borjas / Owner

(Name and Title of Signer – please type)

Signature

1/15/2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Artillery LLC PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

N/A

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

Joe Borjas / owner

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/15/2024

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Joe Borges

Title of Contractor's Authorized Official: Owner

Date: 1/15/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Joe Boggs — NAME

Owner — TITLE

SIGNATURE

11/15/2024 — DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Joe Borjas, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of Artillery LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Joe Borjas Date: 1/15/2024

Title: Owner Notary: Joe L. Borjas SR. Joe L Borjas. SR.

(Apply Notary Seal)

(Print or type names under all signatures)

NOTARY PUBLIC STATE OF TEXAS
JOSE L BORJAS SR
Notary ID #129004708
My Commission Expires
May 24, 2024

6. Pricing Proposal

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$40.00	$40.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$40.00	$40.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$90.00	$90.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$107.00	$107.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$54.00	$54.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$60.00	$60.00	
9.	18" Valley Gutter - New Installation	1	L.F.	$40.00	$40.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$45.00	$45.00	
11.	4' Sidewalk - New Installation	1	L.F.	$36.00	$36.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$40.00	$40.00	
13.	5' Sidewalk - New Installation	1	L.F.	$50.00	$50.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.	$55.00	$55.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$10.00	$10.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$11.00	$11.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$15.00	$15.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$17.00	$17.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$16.00	$16.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$18.00	$18.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$2,500.00	$2,500.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$2,750.00	$2,750.00	
TOTAL						

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-
CONTACT NAME:	COMMERCIAL DEPARTMENT
PHONE (A/C, No, Ext):	(956)685-1936 **FAX (A/C, No):** (956)781-5247
E-MAIL ADDRESS:	CERTIFICATE REQUEST: INFOCL@VIP-INS.NET
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : Kinsale Insurance Company	38920
INSURER B : StarStone Specialty Insurance	24082
INSURER C : STARSTONE SPECIALTY INS SE	
INSURER D : TEXAS COUNTY MUTUAL INS. CO.L	22945
INSURER E :	
INSURER F :	
INSURED	ARTILLERY LLC PO Box 1074 Edinburg TX 78540-1074

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:	X	X	0100258754-0	09/13/2023	09/13/2024	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			80677T230ALI	07/26/2023	07/26/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
D	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	X	0001217778-22	11/02/2022	11/02/2023	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	CONTRACTOR EQUIPMENT			BMO62552791-23	12/29/2022	12/29/2023	SCHEDULED EQUIP. LEASED/RENTED DEDUCTIBLE	$565,000 $385,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF MCALLEN
PO BOX 220
MCALLEN TX 78502-

Fax: ( ) -

CANCELLATION

AI 127423

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

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  - 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: 11/15/2024

Company/Vendor Name: Artillery LLC

Printed Name and Title: Joe Borjas

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Artillery LLC
(Full, correct legal name)

- Address: Po Box 1074, Edinburg, Texas 78540
- Telephone/Fax: (956) 929-4853
- Email address: Artillery Construction@gmail.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

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?

13 (years) 8 (months)

c. State the number of full-time employees at the Edinburg office. 20

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: Joe Borjas
Address: 22604 N. Skinner Rd, Edcouch, TX, 78538
Telephone: (956) 929-4853
Fax: (956) 685-5937
Email: Artillery construction@gmail.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, Joe Borjas, the undersigned representative of Artillery 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.

Joe Borjas

SIGNATURE OF COMPANY REPRESENTATIVE:

Joe Borjas

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Joe Borjas, the undersigned representative of Artillery 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:

Joe Borjas

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Joe Borgas, the undersigned representative of Artillery 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:

Joe Berjy

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 1/15/2024

Signature of vendor doing business with the governmental entity — 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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: KC9SAQ3KWF33

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 1/15/24

Company/Vendor Name: Artillery LLC

Printed Name and Title: Joe Borjas

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Artillery LLC

Address and Zip Code: PO Box 1074

Edinburg, TX, 78540

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Joe Borjas / Owner

(Name and Title of Signer – please type)

Signature

1/15/2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Artillery LLC PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

N/A

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

Joe Borjas / owner

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

1/15/2024

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Joe Borges

Title of Contractor's Authorized Official: Owner

Date: 1/15/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Joe Boggs — NAME

Owner — TITLE

SIGNATURE

11/15/2024 — DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Joe Borjas, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of Artillery LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Joe Borjas Date: 1/15/2021

Title: Owner Notary: Joe L. Borjas SR. Joe L Borjas. SR.

(Apply Notary Seal)

(Print or type names under all signatures)

NOTARY PUBLIC STATE OF TEXAS
JOSE L BORJAS SR
Notary ID #129004708
My Commission Expires
May 24, 2024

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

EKLE Construction LLC Proposal

CONTACT INFORMATION

Company:
EKLE Construction LLC

Email:
ad.ekleconstructionllc@gmail.com

Contact:
Peter Pliego

Address:
324 W Ocean Blvd. Suite 205
Los Fresnos, TX 78566

Phone:
(956) 594-2041

Website:
www.ekleconstruction.com

Submission Date:
Jan 16, 2024 1:00 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

BID_PRICE.pdf

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

Certificate_LLC_EKLE.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

EKLE_CONSTRUCTION_LLC_2023_COI_Edimburg.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_(1).pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(2).pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(1).pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_(2).pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_(2).pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_(2).pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

SAM_Registration_and_Activation_(5).pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

Conflict_of_Interest_(2).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Opportunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

Equal_Opportunity_Employer-Subcontractor.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

Non-Lobbying_Activities_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

Non-Collusion_Affidavit_of_Prime_Bidder-Subcontractor.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$61.00	$61.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$85.00	$85.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$58.00	$58.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$78.00	$78.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$38.00	$38.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$58.00	$58.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$34.00	$34.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$54.00	$54.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$32.00	$32.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$47.00	$47.00	
11.	4' Sidewalk - New Installation	1	L.F.	$48.00	$48.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$68.00	$68.00	
13.	5' Sidewalk - New Installation	1	L.F.	$52.00	$52.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$72.00	$72.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$35.00	$35.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$55.00	$55.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$48.00	$48.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$62.00	$62.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$50.00	$50.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$62.00	$62.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$850.00	$850.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$950.00	$950.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$2,897.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	20" Curb and Gutter - New Installation	1	L.F.	$61.00	$61.00	FALSE
2	20" Curb and Gutter - Remove & Replace	1	L.F.	$85.00	$85.00	FALSE
3	18" Curb and Gutter - New Installation	1	L.F.	$58.00	$58.00	FALSE
4	18" Curb and Gutter - Remove & Replace	1	L.F.	$78.00	$78.00	FALSE
5	6' Valley Gutter - New Installation	1	L.F.	$38.00	$38.00	FALSE
6	6' Valley Gutter - Remove & Replace	1	L.F.	$58.00	$58.00	FALSE
7	3' Valley Gutter - New Installation	1	L.F.	$34.00	$34.00	FALSE
8	3' Valley Gutter - Remove & Replace	1	L.F.	$54.00	$54.00	FALSE
9	18" Valley Gutter - New Installation	1	L.F.	$32.00	$32.00	FALSE
10	18" Valley Gutter - Remove & Replace	1	L.F.	$47.00	$47.00	FALSE
11	4' Sidewalk - New Installation	1	L.F.	$48.00	$48.00	FALSE
12	4' Sidewalk - Remove & Replace	1	L.F.	$68.00	$68.00	FALSE
13	5' Sidewalk - New Installation	1	L.F.	$52.00	$52.00	FALSE
14	5' Sidewalk - Remove & Replace	1	L.F.	$72.00	$72.00	FALSE
15	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$35.00	$35.00	FALSE
16	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$55.00	$55.00	FALSE
17	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$48.00	$48.00	FALSE
18	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$62.00	$62.00	FALSE
19	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New	1	Sq.ft.	$50.00	$50.00	FALSE

20	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$62.00	$62.00	FALSE
21	ADA Compliant Handicapped Ramps - New Installation	1	EA	$850.00	$850.00	FALSE
22	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$950.00	$950.00	FALSE
	Total				$2,897.00	

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the Secretary of State of Texas
Filing #: 804234972 09/16/2021
Document #: 1079553890004
Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

EKLE Construction Limited Liability Company

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Albert Garcia

C. The business address of the registered agent and the registered office address is:

Street Address:
32775 Whipple Rd Los Fresnos TX 78566

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Albert Garcia** Title: **Manager**

Address: **32775 Whipple Rd Los Fresnos TX, USA 78566**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Albert Garcia **32775 Whipple Rd Los Fresnos, Tx 78566**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Albert Garcia

Signature of Organizer

FILING OFFICE COPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2023

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: JUAN ROCHA	
ESCOBEDO INSURANCE 2334 Boca Chica Blvd Ste 400 Brownsville, TX 78520	PHONE (A/C, No, Ext): (956)621-0120	FAX (A/C, No): (956)621-0811
	E-MAIL ADDRESS: Commercial@escobedoinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON INSURANCE COMPANY	
INSURED	INSURER B : TEXAS MUTUAL INSURANCE COMPANY	
ALBERT GARCIA EKLE CONSTRUCTION LLC 234 W OCEAN BLVD STE 205 LOS FRESNOS TX 78566	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			5701679	4/25/2023	4/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		37773B	4/25/2023	4/25/2024	[ ] 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The City of Edinburg Texas

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 01/16/2024

Company/Vendor Name: EKLE Construction LLC

Printed Name and Title: Albert Garcia Managing Director

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: EKLE Construction LLC
(Full, correct legal name)

- Address: 324 W Ocean Blvd
- Telephone/Fax: 956 594 2041
- Email address: ad.eklecontructionllc@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Los Fresnos

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: Pedro Pliego
Address: 324 W Ocean Blvd Los Fresnos Texas 78566
Telephone: 9565942041 / 9564667710
Fax: _____
Email: ad.eklecontructionllc@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garcia, the undersigned representative of

EKLE Construction 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:

Albert Garcia Managing Director

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garcia, the undersigned representative of

EKLE Construction 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:**

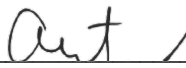
1) **does not boycott energy companies and;**

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:

Albert Garcia Managing Director

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garcia, the undersigned representative of

EKLE Construction 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.

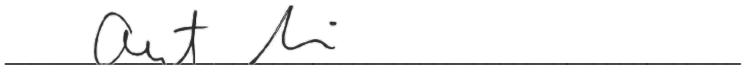
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Albert Garcia Managing Director

TYPE/PRINT NAME AND TITLE:

01/16/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

EKLE Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

01/16/2024

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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   X Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: KCZBKBM8RC97

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 01/16/2024

Company/Vendor Name: EKLE Construction LLC

Printed Name and Title: Albert Garcia Managing Director

Authorized Signatory:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: EKLE Construction LLC

Address and Zip Code: 324 W Ocean Blvd Los Fresnos Texas 78566

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No X (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No X (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required X

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Albert Garcia Managing Director

(Name and Title of Signer – please type)

Signature

01/16/2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: EKLE Construction LLC PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

EKLE Construction LLC

324 W Ocean Blvd Los Fresnos Texas 78566

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes X _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes X _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes X _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes X _____ No

Albert Garcia Managing Director

NAME AND TITLE OF SIGNER (Please type):

Art Li 01/16/2024

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Albert Garcia

Title of Contractor's Authorized Official: Managing Director

Date: 01/16/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

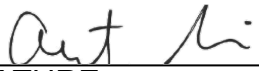
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Albert Garcia	Managing Director
NAME	TITLE
	01/16/2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Albert Garcia, being the first duly sworn, deposes and says that:

1. He/she is Managing Director (Owner, partner, etc.) of EKLE Construction LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 01/16/2024

Title: Managing Director Notary: _____

(Apply Notary Seal)

(Print or type names under all signatures)

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

Rio Grande Constructors and Construction Management Proposal

CONTACT INFORMATION

Company:
Rio Grande Constructors and Construction Management

Email:
victor.pena@riograndeconstruction.com

Contact:
Victor Pena

Address:
2112 S. Shary Rd. Suite 40
Mission, TX 78572

Phone:
(956) 777-8662

Website:
N/A

Submission Date:
Jan 16, 2024 2:36 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

ANNUAL_CONCRETE_SERVICE_-_BID_-_RIO_GRANDE_CONSTRUCTORS.pdf

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

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

RGC&CM_CERTIFICATE_OF_LIABILITY.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_DISCLOSURE.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SANATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE 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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

SAM_UEI_NUMBER_REGISTRATION.pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

CONFLICT_OF_INTEREST_-_CITY_OF_EDINBURG.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

CERTIFICATION_OF_BIDDER_EQUAL_EMPLOYMENT_OPPORTUNITY.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

CERTIFICATION_OF_SUBCONTRACTOR_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

CLEAN_AIR_AND_WATER_CERTIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

NON-LOBBYING_ACTIVITIES.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

NON-COLLISION_AFFIDAVID_OF_PRIME_BIDDER-SUBCONTRACTOR.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$45.00	$45.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$65.00	$65.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$40.00	$40.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$55.00	$55.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$80.00	$80.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$95.00	$95.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$75.00	$75.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$90.00	$90.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$65.00	$65.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$80.00	$80.00	
11.	4' Sidewalk - New Installation	1	L.F.	$75.00	$75.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$85.00	$85.00	
13.	5' Sidewalk - New Installation	1	L.F.	$80.00	$80.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$85.00	$85.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$10.00	$10.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$15.00	$15.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$15.00	$15.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$20.00	$20.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$18.00	$18.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$20.00	$20.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$2,200.00	$2,200.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$3,200.00	$3,200.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$6,513.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	20" Curb and Gutter - New Installation	1	L.F.	$45.00		
2	20" Curb and Gutter - Remove & Replace	1	L.F.	$65.00		
3	18" Curb and Gutter - New Installation	1	L.F.	$40.00		
4	18" Curb and Gutter - Remove & Replace	1	L.F.	$55.00		
5	6' Valley Gutter - New Installation	1	L.F.	$80.00		
6	6' Valley Gutter - Remove & Replace	1	L.F.	$95.00		
7	3' Valley Gutter - New Installation	1	L.F.	$75.00		
8	3' Valley Gutter - Remove & Replace	1	L.F.	$90.00		
9	18" Valley Gutter - New Installation	1	L.F.	$65.00		
10	18" Valley Gutter - Remove & Replace	1	L.F.	$80.00		
11	4' Sidewalk - New Installation	1	L.F.	$75.00		
12	4' Sidewalk - Remove & Replace	1	L.F.	$85.00		
13	5' Sidewalk - New Installation	1	L.F.	$80.00		
14	5' Sidewalk - Remove & Replace	1	L.F.	$85.00		
15	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$10.00		
16	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$15.00		
17	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$15.00		
18	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$20.00		
19	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$18.00		
20	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$20.00		
21	ADA Compliant Handicapped Ramps - New Installation	1	EA	$2,200.00		
22	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$3,200.00		
	Total				$6,513.00	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SANDRA ZAMORA INSURANCE AGENCY LLC 2013 N CONWAY AVE MISSION, TX 78572	CONTACT NAME: SANDRA ZAMORA PHONE (A/C, No, Ext): 956-585-1984 FAX (A/C, No): 956-585-8984 E-MAIL ADDRESS: SZInsurance@yahoo.com
INSURED Rio Grande Constructors & Construction Management LLC 2112 S SHARY RD, SUITE 40 MISSION, TX 78572 .	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : GOTHAM INSURANCE CO. — . INSURER B : INSURER C : INSURER D : TEXAS MUTUAL INS CO. INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE . OCCUR . Professional GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	659820506F274	01/11/24	01/11/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N . If yes, describe under DESCRIPTION OF OPERATIONS below	X		0002104738	01/11/24	01/11/25	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9500 N BENTSEN RD MCALLEN, TX 78503

CERTIFICATE HOLDER

GRACIELA NICOLAS AND WILBERT NICOLAS

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

Sandra Zamora

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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

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:
2024-1110433

Date Filed:
01/10/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rio Grande Constructors and Construction Management
Mission, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-07
Concrete Service

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 Victor A. Perez, and my date of birth is 10/27/1979.

My address is 2112 S. Shary Rd. ste. 40, Mission, Tx, 78572, Hidalgo.
(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 1 day of 10 (month), 20 24 (year).

Victor A Perez
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Rio Grande constructors and Construction Management, LLC

Address and Zip Code: 2112 S. Shary Rd.
Mission, Tx. 78572

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Victor A. Perez
(Name and Title of Signer – please type)

Victor A. Perez
Signature

1/10/24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Rio Grande Constructors PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Rio Grande Constructors and construction Mangement. 2112 S. Shary Rd. Mission TX

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   ✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   ✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   ✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes ✓ No

Victor A. Pena

NAME AND TITLE OF SIGNER (Please type):

Victor A Pena

SIGNATURE

1/10/24

DATE

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Victor A. Perez — NAME

Operation Manager — TITLE

Victor A. Perez — SIGNATURE

1/10/24 — DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rio Grande Constructor and Construction manager

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.**

City of Edinburg

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.**

NONE

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 Victor A P

Signature of vendor doing business with the governmental entity

1/16/24

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.

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Victor A. Pena

Name of Contractor's Authorized Official: Victor A. Pena

Title of Contractor's Authorized Official: Operation Manager

Date: 1/10/24

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 01/12/20224

Company/Vendor Name: Rio Grande Constructors and Construction Management

Printed Name and Title: Victor A. Peña - Operations Manager

Authorized Signatory: Digitally signed by Victor A. Peña Date: 2024.01.12 08:14:23-06'00'

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:

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* Texas Local Government Code Chapter 171.004
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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: 1/10/24

Company/Vendor Name: Rio Grande Constructors and Const. Mgt.

Printed Name and Title: Victor A. Pena - Operation Manager

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RIO GRANDE CONSTRUCTORS AND CONSTRUCTION MANAGEMENT
(Full, correct legal name)

- Address: 2112 S. SHARY RD. SUITE 40
  MISSION, TX. 78572
- Telephone/Fax: 956-777-8271
- Email address: ESTIMATING@RIOGRANDECONSTRUCTION.COM - VICTOR.PENA@RIOGRANDECONSTRUCTION.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? MISSION, 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: VICTOR PEÑA
Address: 2112 S. SHARY RD. MISSION, TX. 78572
Telephone: 956-777-8271
Fax: _____
Email: VICTOR.PENA@RIOGRANDECONSTRUCTION.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
NONE

HOUSE BILL 89 VERIFICATION

I, Victor A. Peña, the undersigned representative of Rio Grande Constructors and Const. Mngt., (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.

Victor A Peña

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operations Manger

TYPE/PRINT NAME AND TITLE:

1/10/2024

DATE:

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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Victor A Peña, being the first duly sworn, deposes and says that:

1. He/she is PARTNER (Owner, partner, etc.) of RIO GRANDE CONSTRUCTORS AND CONSTRUCTION MANAGEMENT (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Victor A. Peña Digitally signed by Victor A. Peña Date: 2024.01.15 09:26:24-06'00' Date: 1/15/24

Title: OPERATIONS MANAGER Notary: Adriana M Zamora

(Affix Notary Seal)

ADRIANA M ZAMORA
My Notary ID # 128630089
Expires May 23, 2027

(Print or type names under all signatures)

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Victor Peña	Operation Manager
NAME	TITLE
Digitally signed by Victor A. Peña Date: 2024.01.15 11:16:56-06'00'	1/15/24
SIGNATURE	DATE

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TA3ZVLRNZRD1

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

SENATE BILL 13 VERIFICATION

I, Victor A. Peña, the undersigned representative of Rio Grande Constructors, (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.

Victor A. Peña

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operation Manager

TYPE/PRINT NAME AND TITLE:

1/10/24

DATE:

SENATE BILL 19 VERIFICATION

I, Victor Peña, the undersigned representative of

Rio Grande Constructors and Construction Management, (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.*



Digitally signed by
Victor A. Peña
Date: 2024.01.12
08:03:51-06'00'

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operations Manager

TYPE/PRINT NAME AND TITLE:

01/12/2024

DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: SANDRA ZAMORA	
SANDRA ZAMORA INSURANCE AGENCY LLC 2013 N CONWAY AVE MISSION, TX 78572	PHONE (A/C, No, Ext): 956-585-1984	FAX (A/C, No): 956-585-8984
	E-MAIL ADDRESS: SZInsurance@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GOTHAM INSURANCE CO.	.
INSURED	INSURER B :	
Rio Grande Constructors & Construction Management LLC 2112 S SHARY RD, SUITE 40 MISSION, TX 78572 .	INSURER C :	
	INSURER D : TEXAS MUTUAL INS CO.	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE . OCCUR . Professional GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	659820506F274	01/11/24	01/11/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N . If yes, describe under DESCRIPTION OF OPERATIONS below	X		0002104738	01/11/24	01/11/25	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9500 N BENTSEN RD MCALLEN, TX 78503

CERTIFICATE HOLDER

GRACIELA NICOLAS AND WILBERT NICOLAS

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

Sandra Zamora

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The ACORD name and logo are registered marks of ACORD

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: 1/10/24

Company/Vendor Name: Rio Grande Constructors and Const. Mgt.

Printed Name and Title: Victor A. Pena - Operation Manager

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RIO GRANDE CONSTRUCTORS AND CONSTRUCTION MANAGEMENT
(Full, correct legal name)

- Address: 2112 S. SHARY RD. SUITE 40
  MISSION, TX. 78572
- Telephone/Fax: 956-777-8271
- Email address: ESTIMATING@RIOGRANDECONSTRUCTION.COM - VICTOR.PENA@RIOGRANDECONSTRUCTION.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? MISSION, 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: VICTOR PEÑA
Address: 2112 S. SHARY RD. MISSION, TX. 78572
Telephone: 956-777-8271
Fax: _____
Email: VICTOR.PENA@RIOGRANDECONSTRUCTION.COM

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
NONE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Victor A. Peña, the undersigned representative of

Rio Grande Constructors and Const. Mngt., (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.

Victor A Peña

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operations Manager

TYPE/PRINT NAME AND TITLE:

1/10/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Victor A. Peña, the undersigned representative of Rio Grande Constructors, (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.

Victor A. Peña

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operation Manager

TYPE/PRINT NAME AND TITLE:

1/10/24

DATE:

SENATE BILL 19 VERIFICATION

I, Victor Peña, the undersigned representative of

Rio Grande Constructors and Construction Management, (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,

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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:*

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   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.*



Digitally signed by
Victor A. Peña
Date: 2024.01.12
08:03:51-06'00'

SIGNATURE OF COMPANY REPRESENTATIVE:

Victor A. Peña - Operations Manager

TYPE/PRINT NAME AND TITLE:

01/12/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rio Grande Constructor and Construction manager

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.**

City of Edinburg

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.**

NONE

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 Victor A P

Signature of vendor doing business with the governmental entity

1/16/24

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.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   ✓ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TA3ZVLRNZRD1

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 01/12/20224

Company/Vendor Name: Rio Grande Constructors and Construction Management

Printed Name and Title: Victor A. Peña - Operations Manager

Authorized Signatory: Digitally signed by Victor A. Peña Date: 2024.01.12 08:14:23-06'00'

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Rio Grande constructors and Construction Management, LLC

Address and Zip Code: 2112 S. Shary Rd.
Mission, Tx. 78572

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ✓ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Victor A. Perez
(Name and Title of Signer – please type)

Victor A. Perez
Signature

1/10/24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: Rio Grande Constructors PROJECT #: 2024-07

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Rio Grande Constructors and construction Mangement. 2112 S. Shary Rd. Mission TX

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   ✓ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   ✓ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   ✓ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes ✓ No

Victor A. Pena

NAME AND TITLE OF SIGNER (Please type):

Victor A Pena

SIGNATURE

1/10/24

DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Victor A. Pena

Name of Contractor's Authorized Official: Victor A. Pena

Title of Contractor's Authorized Official: Operation Manager

Date: 1/10/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Victor Peña	Operation Manager
NAME	TITLE
Digitally signed by Victor A. Peña Date: 2024.01.15 11:16:56-06'00'	1/15/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Victor A Peña, being the first duly sworn, deposes and says that:

1. He/she is PARTNER (Owner, partner, etc.) of RIO GRANDE CONSTRUCTORS AND CONSTRUCTION MANAGEMENT (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Victor A. Peña Digitally signed by Victor A. Peña Date: 2024.01.15 09:26:24-06'00' Date: 1/15/24

Title: OPERATIONS MANAGER Notary: Adriana M Zamora

(Apply Notary Seal)

ADRIANA M ZAMORA
My Notary ID # 128630089
Expires May 23, 2027

(Print or type names under all signatures)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT §

AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER, FLAT WORK AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E LOGISTICS OF TX, LLC

The **City of Edinburg** (hereinafter called "City"), and **3E LOGISTICS OF TX, LLC** (herein called "Contractor"), are parties to this Agreement for construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Reinforced Concrete (Flat Work), 6" Reinforced Concrete (Flat Work), and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps, and gutters.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide concrete services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor agrees to construction of Remove and Replace of existing and/or New 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Reinforced Concrete (Flat Work), 6" Reinforced Concrete (Flat Work) and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps, and gutters throughout the city; at his/her (it's or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Works and Notice to Bids and Bid Form pertaining to Bid #2024-07 Concrete Work.

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
TIME OF PERFORMANCE

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal years 2024-2025 and 2025-2026, with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for (1) One additional year if the unit prices remain firm and the performance is satisfactory.

SECTION IV
STANDARD OF PERFORMANCE

A. Contractor shall perform the Services described in Exhibits "A".

B. Contractor 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. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor 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.

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

I. Contractor's obligations under this clause are in addition to the Contractor'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 Contractor for Contractor's errors or omissions.

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

SECTION V
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in **Unit Price** amounts

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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 Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or

damages resulting from Contractor'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. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor 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.

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

C. All fees payable to Contractor 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 Contractor's employees' taxes. Contractor 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.

D. Contractor 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.

E. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City

policies. Application for Payment will be processed by the Department of Public Works. Payment terms shall be net thirty (30) days from receipt of invoice.

F. The City may, at any time, request Contractor 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, Contractor 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 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 Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

G. 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.

H. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor 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 IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors ("Third Party Contractors") to perform aspects of the Project other than the Work under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party

sought to be bound; and specifically but without limitation monies that may become due and monies that are 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 Documents.

SECTION XIV
NON-APPROPRIATIONS

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

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

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XV
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
	$500,000 policy limits

C. 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

D. Comprehensive Auto Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

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 Contractor 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 Contractor, 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 Contractor 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 Contractor.

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, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Contractor 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 XVI
TERMINATION OF CONTRACT

A. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. 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 Contractor breach or violate any of the provisions of this Agreement.

B. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor 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.

C. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Services.

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

E. 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 XVII
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 City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor 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 Contractor, its agents, officers and employees.

B. Contractor 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 Contractor regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Contractor 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 Contractor's total fees paid by the City to Contractor for the Services rendered pursuant to the Purchase Order which is the subject matter of the claim. Contractor 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, Contractor'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. Contractor 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 Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor 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 Contractor:
Eli Gonzalez
3E Logistics of TX, LLC
3309 W. Alberta
Edinburg, TX 78539

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 Contractor 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 Contractor 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 of the other Contract Documents, 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulation 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 D & E,

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

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 Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

3E Logistics of TX, LLC

BY:_____
Eli Gonzalez
3309 W. Alberta
Edinburg, TX 78539
Phone: 956-587-2972
Email: 3elogistics.tx@gmail.com

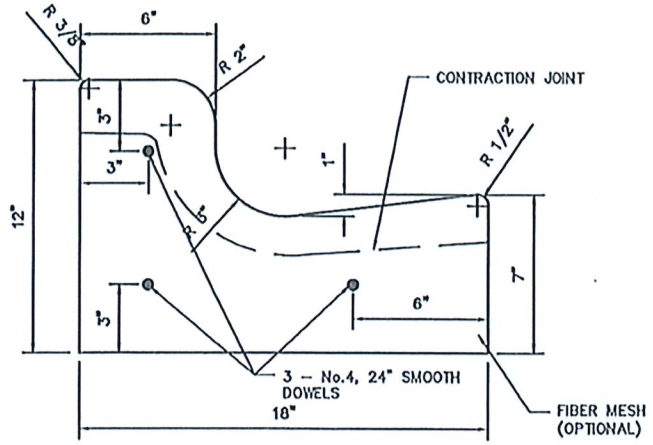
Attachments: **Exhibit "A" Scope of Work (Construction Materials)**
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2024 – 07 Notice to Bidders and Bid Form
Exhibit "D" Assurance of Compliance with Civil Rights Requirements
Exhibit "E" Federally Mandated Contract Provisions Appendix II 2 CFR 200

EXHIBIT "A" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E Logistics of TX, LLC.

EXHIBIT "A" SCOPE OF WORK

This project includes removal and replacement of existing sidewalks, ramps, valley gutter, curb and gutter as well as new installation of items listed below. Copies of construction details for valley gutter, curb and gutter, sidewalks and handicap ramps are attached for review. (These specifications will supersede the written specifications in case of a conflict.)

Item #	Unit of Measure	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
1	L.F.	20" Curb and Gutter - New Installation	$ 30.00
2	L.F.	20" Curb and Gutter - Remove & Replace	$ 34.00
3	L.F.	18" Curb and Gutter - New Installation	$ 30.00
4	L.F.	18" Curb and Gutter - Remove & Replace	$ 34.00
5	L.F.	6' Valley Gutter - New Installation	$ 66.00
6	L.F.	6' Valley Gutter - Remove & Replace	$ 78.00
7	L.F.	3' Valley Gutter - New Installation	$ 33.00
8	L.F.	3' Valley Gutter - Remove & Replace	$ 42.00
9	L.F.	18" Valley Gutter - New Installation	$ 30.00
10	L.F.	18" Valley Gutter - Remove & Replace	$ 34.00
11	L.F.	4' Sidewalk - New Installation	$ 31.00
12	L.F.	4' Sidewalk - Remove & Replace	$ 34.00
13	L.F.	5' Sidewalk - New Installation	$ 35.00
14	L.F.	5' Sidewalk - Remove & Replace	$ 40.00
15	SQ. FT.	4" Reinforced,3000 PSI Concrete,w/10 Gauge Wire Mesh - New Installation	$ 8.00
16	SQ. FT.	4" Reinforced, 3000 PSI Concrete w/10 Gauge Wire Mesh - Remove & Replace	$ 10.00
17	SQ. FT.	6" Reinforced,3000 PSI Concrete,w/#4 Rebar 18" O.C. - New Installation	$ 11.00
18	SQ. FT.	6" Reinforced, 3000 PSI Concrete w/#4 Rebar 18" O.C - Remove & Replace	$ 15.00
19	SQ. FT.	6" Reinforced, 4000 PSI Concretew/#4 Rebar 18" O.C. - New Installation	$ 14.00
20	SQ. FT.	6" Reinforced 4000 PSI Concrete,w/#4 Rebar 18" O.C - Remove & Replace	$ 16.00
21	EA	ADA Compliant Handicapped Ramps - New Installation	$ 1,000.00
22	EA	ADA Compliant Handicapped Ramps - Remove & Replace	$ 1,250.00
		NOTE: BID WILL BE AWARD ON A UNIT PRICE. ABOVE QUANTITIES ARE ESTIMATES ONLY AND MAY INCREASE DECREASE ACCORDING TO FUNDING AVAILABILITY.	
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	

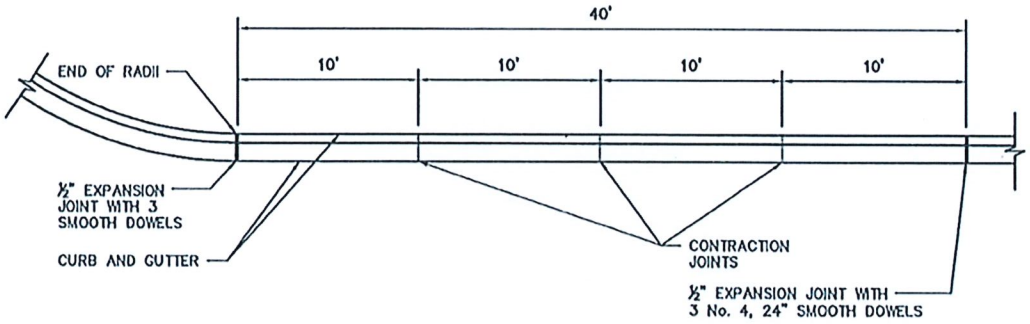


GENERAL NOTES:

1. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAY
2. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATIONS ITEM 4650. CONSIDERED INCIDENTAL TO CONCRETE WORK.
3. ½"EXPANSION JOINTS REQUIRED AT 40' C.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.
4. EXPANSION JOINTS SHALL HAVE ½" EXPANSION JOINT MATERIAL AND 3 No.4 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.

CURB AND GUTTER DETAIL

NOT TO SCALE

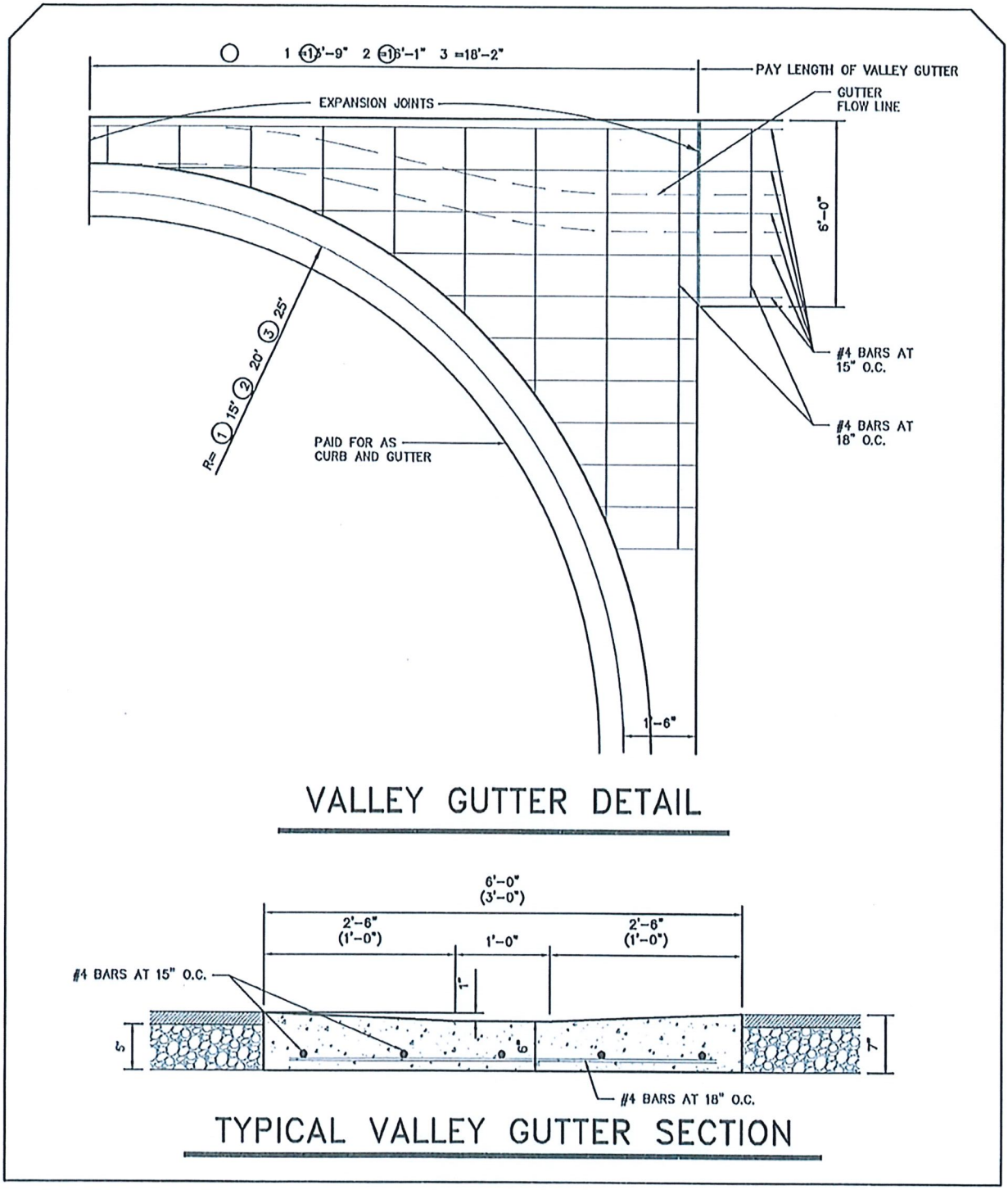


TYPICAL JOINTS

NOT TO SCALE

P-8	CURB AND GUTTER DETAILS	THE CITY OF EDINBURG PUBLIC WORKS DEPARTMENT
	SCALE: N.T.S. / REVISED: IP/PNL	
	DATE: MARCH, 2014 / DRAWN BY: RMM	

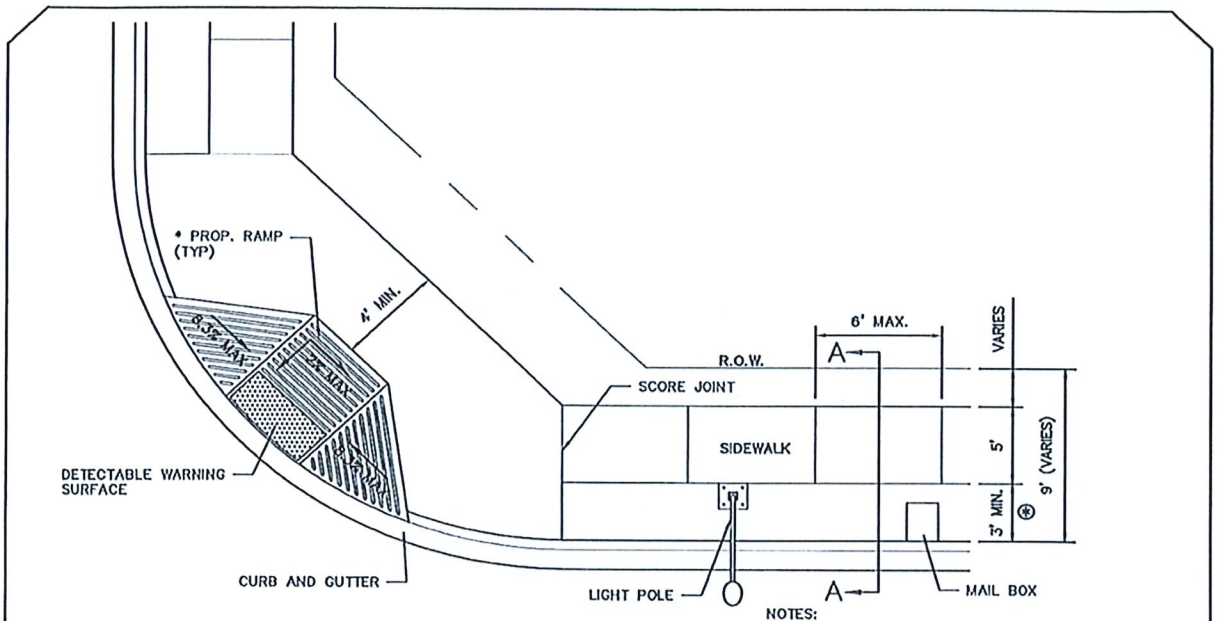
Mar 12, 2014 – 12:12AM



P-9	VALLEY GUTTER DETAILS	
	SCALE: N.T.S.	REVISED: I.P.
	DATE: DECEMBER, 2013	DRAWN BY: RMM

THE CITY OF EDINBURG
PUBLIC WORKS DEPARTMENT

Dec 27, 2013 - 1:22PM



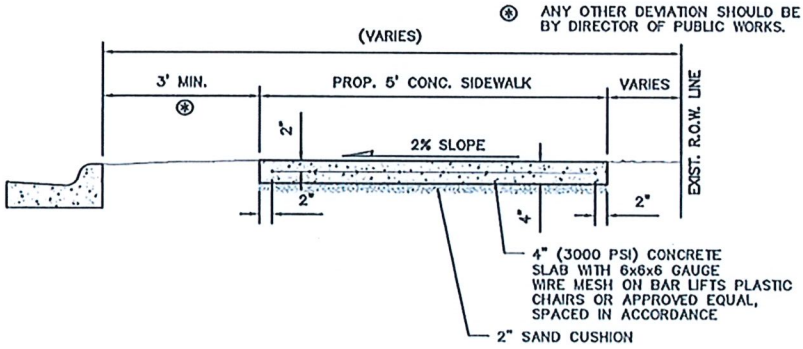
* NUMBER RAMPS AND RAMP TYPES MAY VARY WHERE PROPOSED.

PLAN VIEW

NOTES:

1. SCORE JOINTS ¼" THICKNESS OF SIDEWALK
2. EXPANSION JOINT EVERY 30'
3. JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE.

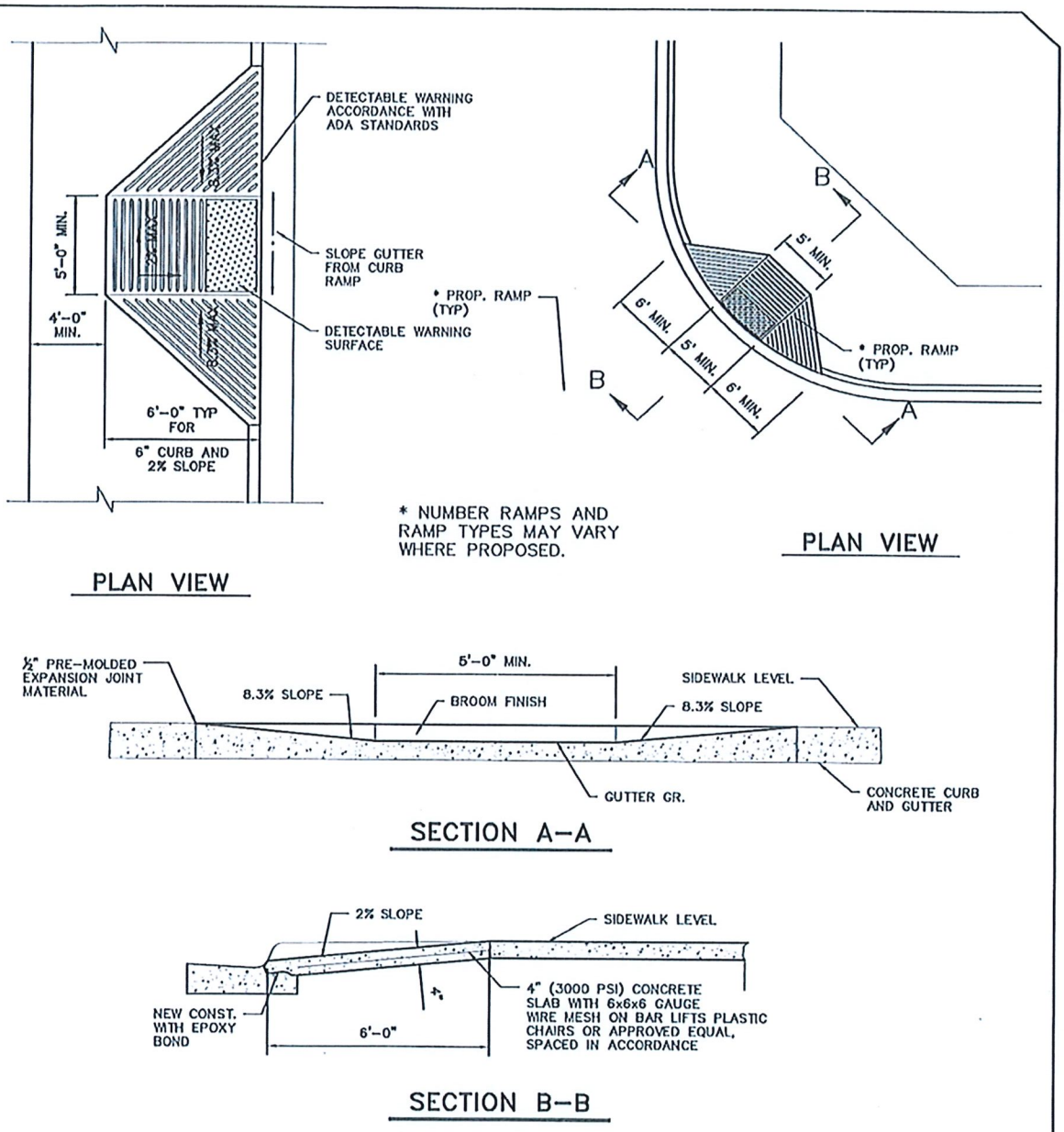
⊛ ANY OTHER DEVIATION SHOULD BE APPROVED BY DIRECTOR OF PUBLIC WORKS.



SECTION A–A

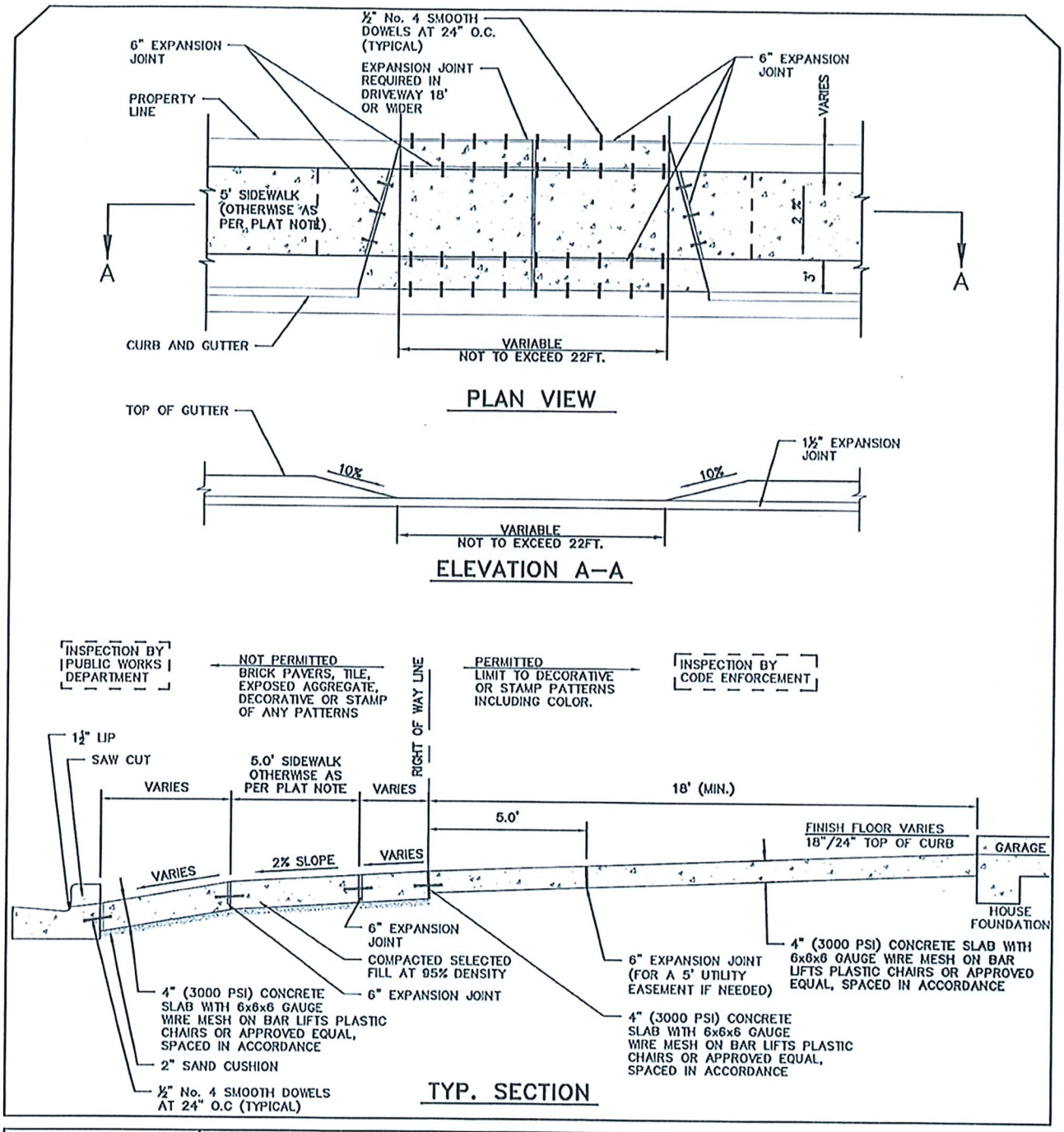
TYPICAL CONCRETE SIDEWALK DETAIL

P-10	CONCRETE SIDEWALK DETAILS	THE CITY OF EDINBURG PUBLIC WORKS DEPARTMENT
	SCALE: N.T.S. / REVISED: IP/PNL	
	DATE: APRIL, 2014 / DRAWN BY: RMM	



P-11	HANDICAP RAMP DETAILS	THE CITY OF EDINBURG PUBLIC WORKS DEPARTMENT
	SCALE: N.T.S. / REVISED: IP/PNL	
	DATE: APRIL, 2014 / DRAWN BY: RMM	

Apr 03, 2014 - 4:35PM



P-12	PAVING DRIVEPAD DETAILS	THE CITY OF EDINBURG
	SCALE: N.T.S. / REVISED: AB/PNL	PUBLIC WORKS DEPARTMENT
	DATE: MARCH, 2013 / DRAWN BY: RMM	

Mar 12, 2014 - 12:17AM

EXHIBIT "B" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E Logistics of TX, LLC.

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (956)787-4989 Crystal Jeannie Salinas James E. Capt & Associates LLC P. O. BOX 126 San Juan, TX 78589-0126	CONTACT NAME: JEANNIE SALINAS PHONE (A/C, No, Ext): (800)887-4989 Ext. FAX (A/C, No): (956)781-3380 E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE CO	
INSURER B : PROGRESSIVE	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D : KINSALE INSURANCE CO	
INSURER E : GREAT AMERICAN INSURANCE	
INSURER F :	

INSURED: 3E LOGISTICS OF TX, LLC
2009 PRISCILLA LN
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			0100260916-0	09/28/23	09/28/24	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 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			03880115	07/20/23	07/20/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100249173-1	09/28/23	09/28/24	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0002082204	08/20/23	08/20/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	INLAND MARINE			IMPF057679-00-00	07/19/23	07/19/24	RENT/LEASED COVERAG DEDUCTIBLE SCHEDULED EQUIP	500,000 1,000 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2024-07 ANNUAL CONCRETE SERVICE (RE-BID)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR

EDINBURG TX 78540

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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EXHIBIT "C" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E Logistics of TX, LLC.

NOTICE TO BIDDERS AND BID FORMS

INVITATION FOR BID

2024-07

ANNUAL CONCRETE SERVICE (RE-BID)

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 27, 2023

DEADLINE FOR QUESTIONS: January 8, 2024

RESPONSE DEADLINE: January 16, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

INVITATION FOR BID

Annual Concrete Service (Re-Bid)

I. Introduction.....

II. Legal Notice .....

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

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Contract_Agreement

B - Specifications

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids from qualified bidder's for Annual Concrete Services.

1.2. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.3. Timeline

Release Project Date	December 27, 2023
Pre-Proposal Meeting (Non-Mandatory)	January 8, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/84092044832?pwd=SUhZbFhYY3NOTXBGU09sSWFrQlVJZz09 Meeting ID: 840 9204 4832 Passcode: 411310
Question Submission Deadline	January 8, 2024, 5:00pm
Proposal Submission Deadline	January 16, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Annual Concrete Service (Re-Bid).

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

3:00 pm, Tuesday, January 16, 2024.

All sealed bids must be received either electronically or at the designated location by the deadline shown. 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, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 16, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic bid 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 No. 2024-07" 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)

BID No. 2024-07

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 contained the Bid, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, January 8, 2024.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the bid for a period of **60 days** without taking action.

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

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bid for: Annual Concrete Service (Re-Bid).

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 reject any or all Bids, 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 Manager, 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 solicitation package ITEMS is used, its meaning shall refer to the request for Annual Concrete Service (Re-Bid) 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.

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 AND OFFICIAL CONTACT

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

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

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.

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.

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

4. Specifications

4.1. Scope of Work

The City of Edinburg Public Works Department is requesting construction of new 20" Curb & Gutter, 18" Curb & Gutter, 6' Valley Gutter, 3' Valley Gutter, 18" Valley Gutter, 4' Wide Sidewalk, 5' Wide Sidewalk, 4" Flat Work, 6" Flat Work and 5' Wide Handicapped Ramps that will be utilized throughout the City for the improvements to sidewalks, ramps and gutters.

4.2. Concrete Services

20" Curb and Gutter - New Installation

20" Curb and Gutter - Remove & Replace

18" Curb and Gutter - New Installation

18" Curb and Gutter - Remove & Replace

6' Valley Gutter - New Installation

6' Valley Gutter - Remove & Replace

3' Valley Gutter - New Installation

3' Valley Gutter - Remove & Replace

18" Valley Gutter - New Installation

18" Valley Gutter - Remove & Replace

4' Sidewalk - New Installation

4' Sidewalk - Remove & Replace

5' Sidewalk - New Installation

5' Sidewalk - Remove & Replace

4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation

4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace

6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation

6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace

6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation

6" Reinforced, 4000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace

ADA Compliant Handicapped Ramps - New Installation

ADA Compliant Handicapped Ramps - Remove & Replace

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes
☐ No

*Response required

5.5. ARPA Required Certifications

*5.5.1. Please enter the company's Unique Entity Identification (UEI) Number assigned by the System for Award Management and upload**

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

*Response required

*5.5.2. . Please review and sign the Conflict of Interest Summary of Rules for Contractors and upload here**

Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

*Response required

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

Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

*Response required

5.5.4. Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity.

Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

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

Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

*Response required

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

Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

*Response required

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

Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

*Response required

6. Pricing Proposal

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.			
2.	20" Curb and Gutter - Remove & Replace	1	L.F.			
3.	18" Curb and Gutter - New Installation	1	L.F.			
4.	18" Curb and Gutter - Remove & Replace	1	L.F.			
5.	6' Valley Gutter - New Installation	1	L.F.			
6.	6' Valley Gutter - Remove & Replace	1	L.F.			
7.	3' Valley Gutter - New Installation	1	L.F.			
8.	3' Valley Gutter - Remove & Replace	1	L.F.			
9.	18" Valley Gutter - New Installation	1	L.F.			
10.	18" Valley Gutter - Remove & Replace	1	L.F.			
11.	4' Sidewalk - New Installation	1	L.F.			
12.	4' Sidewalk - Remove & Replace	1	L.F.			
13.	5' Sidewalk - New Installation	1	L.F.			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.			
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft			
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft			
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft			
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.			
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.			
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.			
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA			
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFB No. 2024-07

Annual Concrete Service (Re-Bid)

RESPONSE DEADLINE: January 16, 2024 at 3:00 pm

Report Generated: Wednesday, January 17, 2024

3E Logistics of TX, LLC Proposal

CONTACT INFORMATION

Company:
3E Logistics of TX, LLC

Email:
3elogistics.tx@gmail.com

Contact:
Eli Gonzalez

Address:
3309 W. Alberta
Edinburg, TX 78539

Phone:
(956) 587-2972

Website:
N/A

Submission Date:
Jan 16, 2024 8:35 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

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

Please do not upload multiple files.

Complete_Bid_Documents.pdf

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

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

COI.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

Proposal_General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_Interest_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

No

5. ARPA Required Certifications

PLEASE ENTER THE COMPANY'S UNIQUE ENTITY IDENTIFICATION (UEI) NUMBER ASSIGNED BY THE SYSTEM FOR AWARD MANAGEMENT AND UPLOAD*

Please download, complete and upload the documents below.

- SAM_Registration_and_Activa...

Sam_Entity.pdf

. PLEASE REVIEW AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CONTRACTORS AND UPLOAD HERE*
Please download, complete and upload the documents below.

- Conflict_of_Interest.pdf

City_of_Edinburg_Conflic_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. *
Please download, complete and upload the documents below.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Oppurtunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
Please download, complete and upload the documents below.

- Equal_Opportunity_Employer-...

Certification_of_Subcontractor_Regarding_Equal_Employment_Oppurtunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Lobbying_Activities.pdf

Certification_of_Nonlobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download, complete and upload the documents below.

- Non-Collusion_Affidavit_of_...

Non_Collusion_Affidavit_of_Prime_Bidder.pdf

PRICE TABLES

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	$30.00	$30.00	
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
3.	18" Curb and Gutter - New Installation	1	L.F.	$30.00	$30.00	
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
5.	6' Valley Gutter - New Installation	1	L.F.	$66.00	$66.00	
6.	6' Valley Gutter - Remove & Replace	1	L.F.	$78.00	$78.00	
7.	3' Valley Gutter - New Installation	1	L.F.	$33.00	$33.00	
8.	3' Valley Gutter - Remove & Replace	1	L.F.	$42.00	$42.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9.	18" Valley Gutter - New Installation	1	L.F.	$30.00	$30.00	
10.	18" Valley Gutter - Remove & Replace	1	L.F.	$34.00	$34.00	
11.	4' Sidewalk - New Installation	1	L.F.	$31.00	$31.00	
12.	4' Sidewalk - Remove & Replace	1	L.F.	$34.00	$34.00	
13.	5' Sidewalk - New Installation	1	L.F.	$35.00	$35.00	
14.	5' Sidewalk - Remove & Replace	1	L.F.	$40.00	$40.00	
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	$8.00	$8.00	
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	$10.00	$10.00	
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	$11.00	$11.00	
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	$15.00	$15.00	
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	$14.00	$14.00	
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	$16.00	$16.00	
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	$1,000.00	$1,000.00	
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	$1,250.00	$1,250.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$2,875.00	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
3E Logistics of TX, LLC
P.O. Box 487
Port Isabel, TX 78578

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

BOND AMOUNT:

PROJECT: Five Percent of the Greatest Amount Bid ($5% G.A.B.)
(Name, location or address, and Project number, if any)
2024-07 Annual Concrete Service (Re-Bid)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of January, 2024

(Witness)	3E Logistics of TX, LLC *(Principal)* *(Seal)*
	Owner *(Title)*
Kim Alia *(Witness)* Kim Alia	Merchants National Bonding, Inc. *(Surety)* *(Seal)*
	Neira Hernandez, Attorney-in-Fact *(Title)*

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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only; it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January , 2024 .

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

3E Logistics of TX, LLC
803070490

[formerly: 3E Logistics, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/04/2020

Effective: 05/04/2020

Ruth R. Hughs
Secretary of State

6. Pricing Proposal

CONCRETE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.	20" Curb and Gutter - New Installation	1	L.F.	30.00		
2.	20" Curb and Gutter - Remove & Replace	1	L.F.	34.00		
3.	18" Curb and Gutter - New Installation	1	L.F.	30.00		
4.	18" Curb and Gutter - Remove & Replace	1	L.F.	34.00		
5.	6' Valley Gutter - New Installation	1	L.F.	66.00		
6.	6' Valley Gutter - Remove & Replace	1	L.F.	78.00		
7.	3' Valley Gutter - New Installation	1	L.F.	33.00		
8.	3' Valley Gutter - Remove & Replace	1	L.F.	42.00		
9.	18" Valley Gutter - New Installation	1	L.F.	30.00		
10.	18" Valley Gutter - Remove & Replace	1	L.F.	34.00		
11.	4' Sidewalk - New Installation	1	L.F.	31.00		
12.	4' Sidewalk - Remove & Replace	1	L.F.	34.00		
13.	5' Sidewalk - New Installation	1	L.F.	35.00		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.	5' Sidewalk - Remove & Replace	1	L.F.	40.00		
15.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - New Installation	1	Sq.ft	8.00		
16.	4" Reinforced, 3000 PSI Concrete, w/10 Gauge Wire Mesh - Remove & Replace	1	Sq.ft	10.00		
17.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - New Installation	1	Sq.ft	11.00		
18.	6" Reinforced, 3000 PSI Concrete, w/#4 Rebar 18" O.C. - Remove & Replace	1	Sq.ft.	15.00		
19.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - New Installation	1	Sq.ft.	14.00		
20.	6" Reinforced, 4000 PSI Concrete, w/#4 Rebar O.C. - Remove & Replace	1	Sq.ft.	16.00		
21.	ADA Compliant Handicapped Ramps - New Installation	1	EA	1,000.00		
22.	ADA Compliant Handicapped Ramps - Remove & Replace	1	EA	1,250.00		
TOTAL						

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 3E Logistics of TX, LLC
(Full, correct legal name)

- Address: P.O BOX 487
  Port Isabel, TX 78578
- Telephone/Fax: (956) 587-2972
- Email address: 3elogistics.tx@gmail.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. 14

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: Eli Gonzalez
Address: P.O Box 487, Port Isabel, TX 78578
Telephone: (956) 587-2972
Fax: _____
Email: 3elogistics.tx@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

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: 1/15/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, Owner

Authorized Signatory:

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, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Eli Gonzalez, the undersigned representative of 3E Logistics of TX, 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.

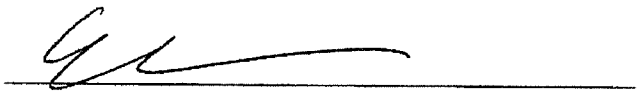
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Eli Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

1/15/2024

DATE:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Eli Gonzalez, being the first duly sworn, deposes and says that:

1. He/she is Owner (Owner, partner, etc.) of 3E Logistics of TX, LLC (Company) the Bidder that has submitted the attached Bid;

2. He/she 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 the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a 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 price or prices in the attached Bid or of any other Bidder, or to fix 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 and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of 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 this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Eli Gonzalez

Date: 1/15/2024

Title: Owner

Notary: Cynthia Tijerina

(Apply Notary Seal)

(Print or type names under all signatures)

CYNTHIA TIJERINA
Notary Public, State of Texas
Comm. Expires 03-08-2025
Notary ID 129338064

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors 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: 1/15/2024

Company/Vendor Name: 3E Logistics of TX, LLC

Printed Name and Title: Eli Gonzalez, Owner

Authorized Signatory: _____

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.**

N/A

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 N/A

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 N/A

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 N/A

Signature of vendor doing business with the governmental entity

1/15/2024

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.

Vendors	
WHITE CAP, L.P.	RTD CONSTRUCTION, LLC
1DZ ENTERPRISE LLC	RUCOBA & MAYA CONSTRUCTION, LLC
1ST KGE CONSTRUCTION INC	RUSH IMPORTS & EXPORTS LLC
1i Group, LLC	RYCON E&C, LLC
3 FARMER ENTERPRISES, INC.	RYMARH CORPORATION
3-P CONCRETE	Ramroc Construction Company, Ltd., L.L.P
360 PREMIER CONSTRUCTION LLC	Re-Crete, LLC
360 TXC, LLC	Reign Construction
3i Contracting, LLC	Reim Construction, Inc.
4MA CONSTRUCTION LLC	River Line Contracting, LLC
4l Construction	S & R CONSTRUCTION SERVICES, LLC
8WS CONSTRUCTION LLC	S-CON CONSTRUCTION, LLC
9 Ether Global Services, LLC	S. BURKE ENTERPRISES
915 DO IT RIGHT, LLC	SA FACILITIES SOLUTIONS, INC.
@HUB SERVICES LLC	SABRE COMMERCIAL, INC.
A & A Cable Contractors, Inc.	SAFETY COUNTS INC.
A D WELDING, INC.	SALCIDOS CONCRETE WORKS
A ORTIZ CONSTRUCTION & PAVING, INC.	SAN ANTONIO CONSTRUCTORS & CONSULTING, L
A STATUS CONSTRUCTION	SANCO CONTRACTORS, LLC
A&L GONZALEZ LLC	SAW DIAMOND BLADES OF STEEL, LLC
A-1 BUILDING SUPPLY LLC	SCOTT COLLIER CONSTRUCTION
A.C. CONTRACTING SERVICE, L.L.C.	SEALE CONSTRUCTION, INC
A2 R, LLC	SERVPRO OF NORTHWEST SAN ANTONIO
ABH PROS LLP	SHADEMASTERS WINDOW TREATMENTS
ACCURATE TELECOM SERVICES LLC	SHELBY DISTRIBUTIONS, INC.
ACE CO CONSTRUCTION, LLC	SHELL CRAFT, LLC
ACE HARDWARE OF MINERAL WELLS	SHELLBACK CONSTRUCTION, LLC
ACE UNITED, LLC	SIMBA INDUSTRIES
ACME Facility Maintenance, LLC	SKE Construction, LLC
ACS CONSTRUCTION SERVICES	SKO ELITE REPAIR LLC
ACS CONTRACTORS	SMB GROUP LLC
ACS FENCE AND CONTRACTING SERVICES LLC	SMR CONSTRUCTION INC.
ACUMEN ENTERPRISES, INC.	SOLA GROUP LLC
ADAM'S TRADE & SERVICES, INC.	SOUTH CENTRAL SUPPLY LLC
ADCOM ENTERPRISES LLC	SPENCER CONSTRUCTION LLC
AET GLOBAL LOGISTICS, LLC	SR TRIDENT INC.
AFTERMATH STRUCTURAL REPAIR LLC	STATE PARK SUPPLIES, LLC
AGGIELAND CONSTRUCTION LTD.	STAY-SHARP ENTERPRISES INC
AGH2O HOLDINGS, LLC	STBP, INC.
AGY ENTERPRISES	STIFFS 5 STAR ENERGY CONSERVATION SERVIC
AHI FACILITIES LLC	STONE CASTLE INDUSTRIES, INC.
AHI INDUSTRIAL LLC	STRONG WALLS CONCRETE LLC
AHP CONSTRUCTION & SUPPLY LLC	SYNERGY PROJECT CONTRACTORS, INC.
AJ Commercial Services, Inc.	SYSTEMS INTEGRATION, INC.
AJ3 CONSTRUCTION LLC	Sagan Commercial Roofing, LLC.
ALAMO ENVIRONMENTAL, INC. DBA ALAMO 1	Santa Fe Concrete Services, LLC

ALCYON GLOBAL LLC	Saylee Greer, LLC
ALL IN ONE BUILDING MAINTENANCE AND	Seneca Construction Management, LLC
ALL MATERIALS CONSTRUCTION, LLC	Servitas, LLC
ALL PRO GENERAL CONSTRUCTION, INC.	Sigma Polishing & Restoration, LP
ALL THINGS SMITH	Sir Charles Investments Inc.
ALLBRITE CONSTRUCTORS OF TEXAS, INC	Siren Steel, Inc.
ALLEN CONCRETE, LLC	Skilled Construction Subs Unlimited LLC
ALPC, LLC	South Texas Soil Services LLC.
ALPHA ASPHALT AND PARKING LOT CONTRACTOR	Standard Cement Materials, Inc.
AMERICAN CONCRETE & CONSTRUCTION, LLC	Stellar Constructors, LLC
AMERICAN RENEWABLE ENERGY	T & T EARTH MOVERS, INC.
AMERICAN SPECIALTY LLC	T.S.S.C. ENTERPRISES
AMERICHOICECONSTRUCTION LLC	TAMEZ-PEARSON CONSTRUCTION, INC.
AMERIVET ENTERPRISES, LLC	TEKNOR SOLUTIONS LLC
AMSTAR, INC.	TEN POINT SERVICES
ANIF CLOUD9 TECH SOLUTIONS LLC	TERRELL CONSTRUCTION SERVICES LLC
AO GENERAL CONTRACTOR, INC.	TEXAS DISPOSAL SYSTEMS, INC.
APPLIED THERMAL SOLUTIONS	TEXAS GLOBAL CONSTRUCTION, INC.
AR6 CONSTRUCTION & ENGINEERING, LLC	TEXAS INDEPENDENT BUILDERS
ARANDA TRANSPORT LLC	TEXAS PATRIOT CONTRACTING LLC
AREDI ENTERPRISES, LLC	THAKKAR DEVELOPMENT COMPANY, LLC
ARIVA CONTRACTING, LLC	THE COLONNA GROUP, LLC
ARS SPECIALTY CONTRACTORS, LLC	THE DLP GROUP, INC.
ASFI CONSTRUCTION, L.L.C.	THE FENCE LADY, INC.
ASHTON SAWING AND DRILLING	THE MARK IV CONSTRUCTION GROUP, LLC
ASORIA CONSTRUCTION SERVICES LLC	THE PALOMINO GROUP
ASPAN CONSTRUCTION, INC. DBA	THE SABINAL GROUP, L.L.C.
ATTA GURL CONSULTING LLC	THOMAS HICKS CONSTRUCTION, INC.
AXE Industrial, LLC	THOUSAND MILE SOUTH CONSTRUCTION, INC.
AXIS CONSTRUCTION SERVICES, LLC	THR Enterprises, Inc.
AZTECA DESIGNS, INC	TIERRA FIRME CONSTRUCTION, INC.
AZTLAN VENTURES,INC.	TIMBERLINE RENOVATIONS OF HOUSTON LLC
Access Data Supply, Inc.	TMG CONTRACTING, LLC
Accu - Aire Mechanical, LLC	TONEY CONSTRUCTION INC.
Aggieland Select Construction, LLC	TOTAL SURFACE CONCEPTS
All Pro Landscapers LLC	TREG EROSION CONTROL SPECIALISTS, LLC
All Works Construction Corporation	TRINI CONSTRUCTION BUILDER LLC
Alman Construction Services, L.P.	TRITON ALLIANCE GROUP, INC.
Alonso Excavation & Construction Co., In	TRITON GC LLC
Amigo Services, Inc.	TUCON LLC
Apostle Construction Enterprises, LLC	TURNKEY CONSTRUCTION I,L.P.
Armor Construction Co. Inc.	Texas Bluebonnet Concrete, Inc.
Austin Constructors, LLC	Texas Velocity Enterprises LLC
B & L Environmental Management LLC	TexasChile Inc
B&A CONCRETE, L.L.C.	The Black Lion Development Group of Texa
B&B GENERAL CONTRACTORS LLC	The HABITS Group LLC
B&B PLUMBING AND CONSTRUCTION, INC.	Tiempo Communications and Utility Servic

B.I.T CONSTRUCTION SERVICES INC	Torres Construction Group LLC
BALLEW CONSTRUCTION, LLC	Trillium Construction Company LLC
BASECOM, INC.	UNA INFINITY, L.P.
BASIC ENVIRONMENTAL GROUP, LLC	UNDERGROUND SUPPORT SERVICES, LLC
BAYLOR LUMBER AND BLDG. CO,INC	UNIQUE REMODELING & CUSTOM HOMES LLC
BAYTEX CONTRACTING LLC	URBAN SOIL
BCB Claims Service, LLC	Underground Water Solutions Company, Inc
BCL&D Services	Urban Infraconstruction, LLC
BCL&D Services	VAQUERO COMMERCIAL, INC.
BEL-GRA CONSTRUCTION LLC	VERTRAGOV INC
BELCO SUPPLY	VERUM SERVICES, LLC
BLACK STALLION CONTRACTORS, INC.	VIRTUE CONSTRUCTION PARTNERS LLC
BMC LOGOPS, LLC	VISIONS CONTRACTORS INC.
BORDER PIPE REHAB, LLC	Vertical Events and Solutions Inc
BOSWELL RUSTIC ROUNDUP, INC.	Vetra Global Services, LLC
BOWA CONSTRUCTION MANAGEMENT	W&B LOGISTICS, LLC
BP SURFACE SOLUTIONS LLC	W. A. Robbins Construction Co., Inc.
BRALY BUILDERS SUPPLY COMPANY, INC.	WADE CONSTRUCTION SERVICES GROUP LLC
BRAND CONSTRUCTION LLC	WALL CONCRETE COMPANY, LLC
BRAZOS PAVING, INC.	WALLING CONSTRUCTION CO
BRICK & STEEL INVESTMENTS LLC	WATSON COMMERCIAL CONSTRUCTION, LTD.
BRIGHT STAR CONSTRUCTION GROUP LLC	WERNER CONSULTING
BROWN-MCKEE, INC.	WEST TEXAS REBAR PLACERS INC.
BTB Unlimited, LLC	WHITE CONSTRUCTION COMPANY
BULLHAUS LLC	WLA Connections LLC
BXB GROUP INCORPORATION	West Texas Mowing LLC
BYRDSON SERVICES, LLC	Y&R DEVELOPMENTS LLC
Botello Builders Corporation	YELLOW DOG CONSTRUCTION LLC
Building Team Solutions of Dallas, Inc	YHWH HOLDINGS LLC
Butler Construction Group LLC	YUCCA CONTRACTING
C AND A BUILDERS	Z & L CONCRETE CONTRACTORS, INC.
C-2 Concrete, Inc.	ZAMCO DIRECTIONAL DRILLING LLC
C.C. ZAMORA CONSTRUCTION LLC	ZOAT Construction/ Handyman Services
CAL-TEX Interiors Incorporated	ZTEX CONSTRUCTION, INC.
CALIDAD CONSTRUCTION, LLC	ZUNIGA INSULATION PAINT SCAFFOLD (ZIPS)
CALLIE CONSTRUCTION SERVICES LLC	https://www.texasstuccosupply.com/
CAMELOT OUTDOOR SOLUTIONS LLC	J.R. Enterprises
CAPITAL CITY CONSTRUCTION LLC	J.R.O. Electrical Services L.L.C.
CAPTAIN CONSTRUCTION COMPANY LLC	J7 Services LLC
CARCON INDUSTRIES & CONSTRUCTION, LLC	JACKSON HILL INTEREST, LLC.
CASIAS CONSTRUCTION, LLC	JACQUEZ CONSTRUCTION AND TRUCKING LLC
CASTANO & SON	JAMCO Ventures, LLC
CASTRO CONTRACTOR SERVICES INC	JAMES ENTERPRISE
CCS CUSTARD CONSTRUCTION	JAMES GEE CONSTRUCTION, INC.
CCS DM, LLC	JAYCO STEEL SERVICES, INC.
CDM7, LLC	JENNRAND DIVERSIFIED, L.L.C.
CEDA-TEX SVCS INC	JERSON'S CONCRETE LLC

CERTIFIED EXTERIORS LLC	JF Construction Management Group
CGC GROUP, INC.	JIMCO CONSTRUCTION
CHISUM CONSTRUCTORS LLC	JJRM Enterprises, LLC
CISC COMMERCIAL CONSTRUCTION	JLG STRUCTURES, INC.
CK CONSTRUCTION, INC.	JOAE PROPERTIES LLC
CLI-ENERGY AND CONSTRUCTION, LLC	JOBE MATERIALS L.P.
COASTAL BEND ROOFING, LLC.	JON TUCKER CONSTRUCTION, LTD.
COLLABORATE CONSTRUCTION COMPANY, LLC	JRJ ENTERPRISE LLC
COLSTON CONSTRUCTION INC.	JSR, INC.
COM-CRETE, LLC	K & S CONTRACTORS
COMPRA IMPORT & EXPORT. JR	K Constructors LLC
CONCORD COMMERCIAL SERVICES, INC.	KAITLIN KENT ENTERPRISES, INC.
CONCRETE CONNECTION LLC	KCJ DESIGN & CONSTRUCTION INC.
CONFORMANCE LLC	KEARNEY PRO-BUILDERS
CONSETEX LLC	KEYSTONE REMODELING, LLC
CONSTRUCTION ZONE OF TEXAS, LLC.	KHL WHOLESALE
CONSTRUCTORA ALGEFE LLC	KISNER SOLUTIONS, LLC
COPELAND CONTRACTING COMPANY, INC	KOSUCOS SERVICES LIMITED
CORLEY FAMILY ENTERPRISES LLC	KRKONOS & CEPHI, LLC
CORZA CONSTRUCTION LLC	KT MAINTENANCE COMPANY
COTTON COMMERCIAL USA, INC.	KYVER CONTRACTORS, LLC
COUNTRY BOY TRUCKING &	Kegley, Inc.
COVARRUBIAS REMODELING SERVICE LLC	Kocurek Land Improvement, Inc
COX CONCRETE CONTRACTORS, INC.	L & G CONCRETE CONSTRUCTION, INC.
CRAGG'S DO IT BEST LUMBER AND	L'Renee & Associates, LLC
CRAGG'S DO IT BEST LUMBER AND	LAFORTE CONSTRUCTION, LLC.
CRAILLEY ENTERPRISES LLC	LARGIN CONSTRUCTION SERVICES, LLC
CRC CONTRACTING INC	LAUREL CONSTRUCTION, LLC
CRC LANDSCAPING & CONSTRUCTION, LLC	LDF CONSTRUCTION GROUP LLC
CROSBY GOVERNMENT SOUTIONS LLC	LEETEX GROUP LLC
CSA Concrete Construction, Inc.	LFM DEVELOPMENT INC
CT WALKER, LLC	LJ's Services
CT4 CONSTRUCTION LLC	LMS Contractors
CTNJ CONSTRUCTION LLC	LONE STAR INDUSTRIAL MATERIALS LLC
CVI DEVELOPMENT, LLC.	LONESTAR CONCRETE TECHNOLOGIES LLC
Central Texas Finishers	LOVEJOY CONSTRUCTION
Certified Placers LLC	LOVES GENERAL MANAGEMENT SERVIVCES LLC
Chavez Service Companies, Inc.	LOWE'S COMPANIES INC
CherAmey Enterprises LLC	LOYOLA CONSTRUCTION, LLC
Clearview Building Service & Restoration	LSRI LLC
Coastal Consulting, Inc.	LUBBOCK VICTORY HOMES, LLC
Con-Cor Inc.	LUCHAZIE CONSTRUCTION LLC
Con-Real Support Group, LP	LYNESS CONSTRUCTION
Concrete Staining By Design	Leath Hydromulch & Enviromental Services
Consolidated Installation Support, LLC	Ledesma Brothers Construction llc
Creed Construction, Inc.	Longoria Masonry
D & S S CONSTRUCTION, INC.	M2 Federal Inc.

D G MEDINA CONSTRUCTION, LLC	MACROCOSM SS LLC
D&A WELDING AND FABRICATION	MAF ENTERPRISES, INC.
D.B.M. SERVICES, LP	MAJESTIC SERVICES INC
DALLAS REMODELING GROUP, LLC	MAKENOSH CONCRETE & CONSTRUCTION, LLC
DALLASCO LLC	MALTBY BUILDERS, INC.
DAMYSUS ENTERPRISES, LLC	MAMMOTH FOUNDATION REPAIR, LLC
DANCO TECHNOLOGIES, INC	MARQUEE PROPERTY SERVICES LLC
DASH CONCRETE INC.	MARRS PATRIOT CONSTRUCTION, LLC
DAVID-TEHOUNGUE LTD CO	MARTIN GONZALES, INCORPORATED
DECARLO CONSTRUCTION SERVICES, INC	MASON CONSTRUCTION, LLC
DECENT CONSTRUCTION COMPANY, INC	MAV-CON LLC
DELMAR CONSTRUCTION GROUP, LLC	MAVICH, LLC
DELTA UNLIMITED, LLC	MAXIMUS CONSTRUCTION, LLC
DERRICK CONSTRUCTION COMPANY, INC.	ME CONTRACTING LLC
DEVPRO COMMERCIAL CONTRACTORS, INC	MEXZIM Corporation
DGS GENERAL CONSTRUCTION GROUP, LLC	MID-AMERICA METAL ROOFING AND SIDING INS
DHMSA CONSTRUCTION, LLC	MID-TEX CONTRACTING LLC
DIRT DIGGERS EXCAVATION, LLC	MIGHTY SERVICES CONSTRUCTION, LLC
DISADVANTAGE RESIDENTIAL HOUSING	MIKOCORP, LLC
DIVERSE SOLUTIONS GROUP, LLC	MILCON CONSTRUCTION, LLC
DM3 HOMES LLC	MILKYWAY ENTERPRISES LLC
DMA CONTRACTORS INC.	MILLENNIUM PROJECT SOLUTIONS, INC.
DMR SOLUTIONS INC	MIMBELA CONTRACTORS, INC.
DOS HERMANOS CONSTRUCTION, LLC	MJ AQUISITIONS ENTERPRISE, LLC
DSG=JOBS	MJK CONSTRUCTION LLC
DT CONTRACTORS LLC	MLP Ventures Inc.
DUDLEY CONSTRUCTION, LTD.	MOJAVE PROJECT LLC
DUFFIN CONSTRUCTION, LLC	MONTANO CONSTRUCTION LLC
DYNAMIC BASE CONSTRUCTION, LLC	MOORING RECOVERY SERVICES
Dina Contracting Resources , LLC	MORTENSON
Do-Crete Construction, LLC	MUDSKIP STUDIO LLC
E&M GRACE, LLC	MYERS CONCRETE CONSTRUCTION, LP
EAGLE ERECTORS, LTD.	Madero Engineers & Architects, LLC
EARTHCO LANDSCAPE CONSTRUCTION, LLC	Marmolejo Construction Company Inc
EAS CONTRACTING, L.P.	Momentum Concrete Services, LLC
EAS DEVELOPMENT	N.A.E. ENTERPRISES, INC.
EDG PRO CONTRACTORS LLC	NATIONAL NATIVE AMERICAN CONSTRUCTION
EFFICIO CONSTRUCTION SERVICES, LLC	NECHEMYA CONSTRUCTION
ELICERIO CONSTRUCTION	NETI CONSTRUCTION ENTERPRISES, LLC
ELK RIVER CONSTRUCTION GROUP	NEW AGE GENERAL CONTRACTORS, INC.
ELOY LOPEZ CONCRETE INC	NEW WAY SERVICES R&C LLC
EMERGENT SERVICES INCORPORATED	NOBLE TEXAS BUILDERS, LLC
ENVIRONMENTAL SAFETY SERVICES INC.	NORTH AMERICAN COMMERCIAL
EP GEM ENTERPRISES LLC	NPPC CONSULTING LLC
EPIC ENERGY SERVICES, LLC	NUKO ENTERPRISES LLC
ES CONSTRUCTION, LLC	Newhouse, Inc.
ESTRUCTURA, LLC	OLIVAS JUNK YARD

ET TOWER LLC	ORTIZ CONSTRUCTION GROUP LLC
EXQUISITE CONCEPTS LLC	Odoti Holding LLC
Eischen's General Contracting, LLC	Olsen & Guerra Lumber Company
El Dorado Services, Inc	Oscar Orduno Inc
Elias Concrete Construction LLC	PARAGON DELTA LLC
Elite Pumping Services, LLC	PARK CONSTRUCTION & BUILDING MAINTENANCE
FAITH DEMOLITION, LLC	PAVEWAY CONSTRUCTION LLC
FANCY BROTHERS CONSTRUCTIONS	PBS CONSTRUCTION, LLC.
FELIX SALINAS GROUP, INC.	PECOS CONSTRUCTION LLC
FERRELL ENTERPRISE INTERNATIONAL	PEREZ CONSTRUCTION LLC
FGV23 LLC DBA PCG PREMIER CONCRETE GROUP	PERPETUAL DEVELOPMENT, LLC
FINE CUT LAND & CONSTRUCTION LLC	PHOENIX GENERAL CONTRACTORS, LLC
FITZ ASSOCIATES, LLC	PIATRA INC.
FLATWORX CONSTRUCTION, LLC	PILLAR AND STRONG INC.
FLYWHEEL SPECIALTY SERVICES, LLC	PINION 91 CONTRACTING, LLC
FOAM SALES GROUP DFW, LLC	PINNACLE EVECS LLC
FORREST INDUSTRIAL GROUP LLC	PIVOTAL INDUSTRIES
FOX QUALITY CONCRETE, LLC	PLAN B DSGN, LLC
FRAUSTO - CASTILLO CONSTRUCTION GROUP, L	PMG CUSTOM HOMES, INC.
FRONTIER DEVELOPMENT INC.	PMG Project Management Group, LLC
FRONTLINE SUPPORT SOLUTIONS, LLC	POSILLICO CIVIL INC.
FULCRUM CONTRACTING GROUP LLC	POST L GROUP, LLC.
Falcon Construction Services	POTERE CONSTRUCTION LLC
Fire Line Services, Inc.	PRECISE CONCRETE SERVICES, LLC
Firemans Paving & Supplies, LLC	PRECISION SITE SERVICES, LLC
Five B's Construction & Utilities, Inc.	PREMIER INTERIOR DEVELOPMENT, INC.
G & H CONSTRUCTION AND REMODELING LLC	PRESTIGE BUILDING GROUP LLC
G. L. MORRIS ENTERPRISES, INC.	PRICKLY PEAR CONTRACTING LLC
G. Marin Rebar, Inc.	PRIME CRETE ENTERPRISES, INC.
G2 CONTRACTORS, LLC	PRIME M&C INC
G2 Construction Services, Inc.	PRIMIS CORPORATION
GALAXY BUILDING SERVICES, INC.	PRO CONSTRUCTION TEXAS LLC
GARCIA J CONTRACTORS INC	PROBITY CONSTRUCTION MANAGEMENT, LLC
GAYLE & ROBERSON CONSTRUCTION, LLC	PROCONSTRUCT INCORPORATED
GAYLE ASSOCIATES	Packard Building Services, LLC
GCC Enterprises, Inc.	Pdv Associates, Inc.
GEORGE WELCH CUSTOM HOMES, LLC	Post Oak Construction, LLC
GG's Construction, LLC	Prestique, Inc.
GIBRALTAR US, INC.	Proficient Constructors, LLC
GLOBALIZE AMERICAN SAFETY, LLC	Promex Cement, LLC
GMC CONSTRUCTION MANAGEMENT SERVICES,	Pronto Sandblasting & Coating Inc.
GMR DRYWALL	Q Recycling & Construction Services, Inc
GOLDEN CONCRETE L.L.C.	QLTY CONCRETE LLC
GOURLEY CONTRACTORS LLC	QUAD-TEX CONSTRUCTION, INC.
GRANCHELLI CONSTRUCTION LLC	QUALITY INNOVATIONS, INC.
GRATEX LOGISTIC AND SERVICES LIMITED	QUEST CONTRACTING, INC.
GREENLINE APARTMENT MANAGEMENT	R & D DIRT WORKS AND CONSTRUCTION

GREENWORLD CONSTRUCTION	R&G CONSTRUCTION LLC
GROUNDED CREATIONS LLC	R.D. HOWARD, LLC
Gilbert May, Inc.	R.J. HARRIS CONSTRUCTION (GULF COAST) LP
Globe Builders Inc.	R.L. ABATEMENT, INC.
GrayJett Holdings, LLC	R.T. CONSTRUCTION
Gutier LLC	RACHEL BYRANT CO
H2 INTERIORS LLC	RAM CONCRETE & ASPHALT, LLC
H3 CONSTRUCTION, LLC	RAM TELECOM LLC
HALLCON CONSTRUCTION, L.L.C.	RANCHLAND FENCING LLC
HAMPSHIRE CONSTRUCTION &	RBS BUILDERS, LLC
HARPER HARDWARE, LLC	RBT INTERESTS INC. DBA HOLLIS BLOOM
HARRIS ACOUSTICS, LTD.	RCO Construction, LLC
HAVOC SERVICES	RED CREEK, LLC
HDZ COMMERCIAL CONSTRUCTION LLC	RED EAGLE TX HOLDINGS LLC
HEARTS FOR HOMES	REID'S ESTIMATING AND CONTRACTING LLC
HEELS OF STEEL CONSTRUCTION, LLC	RELENTLESS SERVICES LLC
HEIGHTS BUILDERS	REMBERT VENTURES, INC.
HEISKELL CONSTRUCTION INC	REMOLINO, INC.
HGR GENERAL CONTRACTORS, L.P.	RENAISSANCE CONTRACTING LLC
HICO ENERGY SOLUTIONS, LLC	RESOURCE ASSOCIATES OF NEVADA
HIGH RIDGE CONSTRUCTION, INC.	RESTORATION PRO MASTERS LLC
HOMEBASE REPAIRS, LLC	REYES-TAYLOR CONSTRUCTION LLC
HONORA CONSTRUCTION LLC	RICHARD DRAKE CONSTRUCTION COMPANY, L.P.
HOUSTON MILLER ENTERPRISES, LLC	RM Walsdorf, Inc.
HYNES SERVICES, INC.	RML HAULING & MILLING, INC.
Halo General Contractors, LLC	ROBINSON GENERAL CONTRACTORS, INC.
Hawk Construction	ROCKIN REMODELING
Hays Fiesta LLC	RODRIGUEZ BARR INC.
Holes Incorporated	ROGERS CONSTRUCTION, LLC
Horns Crew Trucking LLC	ROJO CCM
Houston Chem Safe, Inc.	RORO'S TRAILER RENTALS & SALES LLC
IBC CONSTRUCTION LLC	ROTTEN APPLE SERVICES LLC
ICON DIVERSIFIED, LLC	ROUSCAR & SON LOGISTICS LLC
IMANI QUALITY CONCEPTS, LLC	ROYAL E CONSTRUCTION, LLC
INSTINCT ENGINEERING CO	ROYAL E TRANSPORT
IPSUM GENERAL CONTRACTORS, LLC	RST Construction, Inc.
Interstate Concrete & Steel Services Inc	SAMES
Ivy Enterprise	B&R CONSTRUCTION
J & M CIVIL CONSTRUCTION SERVICES, LLC	A THRU Z CONSTRUCTION
J AND M HERITAGE CONSTRUCTION COMPANY	ARTILLERY CONSRUCTION
J C REMODELING & RESTORATION LLC	RIO GRANDE CONSTRUCTION
J NICHOLS CONSTRUCTION, INC.	GONZALEZ ENTERPRISE
J. L. Bass Enterprise, LLC	RIGNEY CONSTRUCTION
J. Sanchez Contracting, Inc.	J.L. SQUARED CONSTRUCTION
J. W. GARRETT & SON, INC.	
J.CARRIZAL GENERAL CONSTRUCTION	

EXHIBIT "D" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E LOGISTICS OF TX, LLC.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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 o

EXHIBIT "E" OF THE AGREEMENT FOR THE CONSTRUCTION OF NEW CURB & GUTTER, SIDEWALK, VALLEY GUTTER AND HANDICAP RAMPS BETWEEN THE CITY OF EDINBURG AND 3E LOGISTICS OF TX, LLC.

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 _____, **20**_____(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)*

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.G.
Agreement: Renewal of CLEAR Proflex

1. **Agenda Item:**
Consider Authorizing the City Manager to Renew the Agreement with Consolidated Lead Evaluation and Reporting (CLEAR) from Thomson Reuters in the Amount of $54,683.40, and Authorize the City Manager to Enter Into a Thirty-Six (36) Month Agreement Through the Texas Department of Information Resources Purchasing Cooperative Contract DIR-LGL-CALIR-02 Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The City of Edinburg continues to be 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), and Texas Department of Information Resources. 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. The Edinburg Police Department has reviewed the above-mentioned Cooperative Purchasing entities and seeks to review the agreement through the Texas Department of Information Resources contract.

The Police Department utilizes an investigative data information service from Thomson Reuters called Consolidated Lead Evaluation and Reporting (CLEAR). The data information service provides authorized police personnel with current and updated information that is an essential tool for investigative purposes. CLEAR provides the Criminal Investigations Division access to:

- Web Analytics Search
- Cell Phone and Utility Data
- Real-time Data from Credit Reporting Bureaus
- Integrated Telephone Listing Information
- Real-time Vehicle Registration Data
- Entity Resolution
- Relevance Scoring
- Federated Searching
- My Workspace
- Clear Mobile
- 12 Analyst's Notebook Compatibility
- Google Maps Compatibility

The Police Department requests City Council approval of the Consolidated Lead Evaluation and Reporting (CLEAR) renewal agreement from Thomson Reuters for three years. The term of this agreement shall be effective from April 1, 2024, to March 31, 2027. The service is currently in use; the agreement will expire at the end of March 2024. With this new agreement, there will be no lapse in service. The Edinburg Police Department will use cooperative pricing through the Texas Department of Information Contract # DIR-LGL-CALIR-02.

Funding for year one is available through the Police Department's FY 2023-2024 General Fund / 512240 Rents & Contractuals.

Year One Pricing	$17,346.00
Year Two Pricing	$18,213.36
Year Three Pricing	$19,124.04
Total 3-Year Agreement	$54,683.40

The CLEAR data information database is a comprehensive and essential investigation tool. It allows investigators to develop intelligent analytics in a time-efficient manner by making hard-to-find information easily accessible on a user-friendly platform. The Police Department has conducted business with Thomson Reuters for the past thirteen (13) years. Authorizing the City Manager to enter into this agreement will allow the Police Department to continue utilizing an essential tool and resource for investigative purposes.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Renew the Agreement with Consolidated Lead Evaluation and Reporting (CLEAR) from Thomson Reuters in the Amount of $54,683.40, and Authorize the City Manager to Enter into a Thirty-six (36) Month Agreement through the Texas Department of Information Resources Purchasing Cooperative Contract DIR-LGL-CALIR-02 Relating Thereto.

Reviewed by:
Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Prepared by:
Rogelio Garcia, Special Services Manager
Iris Alvarado, Management Services Administrator

Attachments:

A. Q-07836693 Quote
B. Compliance Verification
C. West Publishing Corporation Texas Department of Information Co-Op Information

Order Form Order ID:Q-07836693

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1004023378 EDINBURG ACCOUNTS PAYABLE 1702 S CLOSNER BLVD EDINBURG TX 78539-7070 US "Customer"	Account #: 1004023378 EDINBURG ACCOUNTS PAYABLE 1702 S CLOSNER BLVD EDINBURG TX 78539-7070 US	Account #: 1004023378 EDINBURG ACCOUNTS PAYABLE 1702 S CLOSNER BLVD EDINBURG, TX 78539-7070 US

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B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
41308780	CLEAR Proflex	0000171507		$1,376.67	$1,445.50	4/1/2024	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. **For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-07836693

ACKNOWLEDGEMENT Q-07836693

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 2/3/2024 CT.

Attachment Order ID:Q-07836693

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Order ID: Q-07836693

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1004023378
This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02: Internal use only (TXMS)

Order Confirmation Contact (#28)
Contact Name:Ozuna, Luciano
Email:lucianoozuna@cityofedinburg.com

Account Contacts

Contact Name		Email Address	Customer Type Description
Luciano	Ozuna	lucianoozuna@cityofedinburg.com	CLEAR PRIMARY CONT
Luciano	Ozuna	lucianoozuna@cityofedinburg.com	EML PSWD CONTACT

Charges During Renewal Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
41308780	CLEAR Proflex	$1,445.50	5.00%	$1517.78	5.00%	$1593.67	N/A	N/A	N/A	N/A

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing

See Pg. 9 for pricing

Appendix C Pricing Index (Products and Pricing) (per Amendment 3)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages that are specifically tailored to the unique research needs of individual agencies and end users. Custom packages may include legal and/or investigative online information, legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, matter management, and digital evidence management.

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PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- Option 1A—Texas Core Resources with News Databases
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- All Analytical Library
- American Law Reports (ALR) Library
- American Jurisprudence (AMJUR) Library
- Corpus Juris Secundum (CJS) Library
- Law Reviews and Journals Library
- Municipal Practitioner Core Library
- Criminal Expert Resources
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- PeopleMap Premier
- Texas Analytical Library
- Texas Employment Practitioner Core Library
- Texas Criminal Secondary Library
- Texas Family Law Core Library
- Texas Pleadings, Motions, and Memoranda Library
- Texas Briefs Plus Library
- Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library
- Texas Form Finder

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library			▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library				
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing							
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*	*Option Year 7*
1-25	$47	$47	$49	$52	$54	*$57*	*$60*	*$63*
26-50	$45	$45	$47	$49	$52	*$54*	*$57*	*$60*
51-100	$42	$42	$45	$47	$49	*$52*	*$54*	*$56*
101-150	$40	$40	$42	$44	$47	*$49*	*$51*	*$54*
151-200	$38	$38	$40	$42	$44	*$47*	*$49*	*$51*
201 +	$36	$36	$38	$40	$42	*$44*	*$46*	*$48*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library	▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library	

Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing							
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*	*Option Year 7*
1-25	$77	$77	$81	$85	$89	*$94*	*$98*	*$103*
26-50	$73	$73	$77	$81	$85	*$89*	*$93*	*$98*
51-100	$69	$69	$73	$77	$80	*$84*	*$89*	*$93*
101-150	$66	$66	$69	$73	$76	*$80*	*$84*	*$88*
151-200	$63	$63	$66	$69	$73	*$76*	*$80*	*$84*
201 +	$60	$60	$63	$66	$69	*$72*	*$76*	*$80*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements *(formerly RegulationsPlus)*—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)								
Library Name	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Opt. Yr. 5*	*Opt. Yr. 6*	*Opt. Yr. 7*
All Analytical Library	$19	$19	$20	$21	$22	*$23*	*$24*	*$25*
American Law Reports (ALR) Library	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*
American Jurisprudence (AMJUR) Library	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*
Corpus Juris Secundum (CJS) Library	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*
Law Reviews and Journals Library	$4	$4	$4	$4	$5	*$5*	*$5*	*$5*
Municipal Practitioner Core Library	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*
Criminal Expert Resources	$13	$13	$14	$14	$15	*$16*	*$17*	*$18*
Regulations with Editorial Enhancements	$8	$8	$8	$9	$9	*$10*	*$10*	*$11*
PeopleMap Premier	$75	$75	$79	$83	$87	*$91*	*$96*	*$101*
Texas Analytical Library	$13	$13	$14	$14	$15	*$16*	*$17*	*$18*
Texas Employment Practitioner Core Library	$15	$15	$16	$17	$17	*$18*	*$19*	*$20*
Texas Criminal Secondary Library	$12	$12	$13	$13	$14	*$15*	*$15*	*$16*
Texas Family Law Core Library	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*
Texas Pleadings, Motions, and Memoranda Library	$15	$15	$16	$17	$17	*$18*	*$19*	*$20*
Texas Briefs Plus Library	$21	$21	$22	$23	$24	*$26*	*$27*	*$28*
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	$21	$21	$22	$23	$24	*$26*	*$27*	*$28*
Texas Form Finder	$11	$11	$12	$12	$13	*$13*	*$14*	*$15*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements *(formerly RegulationsPlus)*—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)								
# of Users	**Initial Term***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	*Option Year 5*	*Option Year 6*	*Option Year 7*
1-250	$66	$66	$69	$73	$76	*$80*	*$84*	*$88*
251-500	$63	$63	$66	$69	$73	*$76*	*$80*	*$84*
501-750	$60	$60	$63	$66	$69	*$72*	*$76*	*$80*
751+	$57	$57	$59	$62	$66	*$69*	*$72*	*$76*

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR's standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

Edinburg Police department is utilizing a custom package tailored to the department needs/

OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, digital evidence, legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter "DIR") Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources ("DIR") and West Publishing Corporation ("West"). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

  "Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval, and except for telecommunications services under Chapter 2170, Texas Government Code."

  Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

  The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

  Pursuant to the RFO, West's contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West's approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency's personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).

- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.

- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.

- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West's proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency's CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency's access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether "third-party" databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West's other government subscribers under West's then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

  If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.
- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West's offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: "This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02."

- **Order Processing**—Orders will be processed as follows:
  - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
  - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

  Orders received that do not follow these guidelines will not be accepted or will delay processing.
- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.

Contract Number

DIR-LGL-CALIR-02

Contract Term Date: **08/28/24**

Contract Expiration Date: **08/28/24**

Vendor Information

West Publishing Corporation

Vendor ID: **1411426973201**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-261**

Contract Status: **Active**

VENDOR CONTACT:

Jane Pope

Phone: (269) 330-9892

Vendor Website

DIR CONTACT:

Brian Haught

Phone: (512) 475-4970

Contract Overview

Computer assisted legal and investigative research (CALIR) services including but not limited to: Thomson Reuters' KeyCite, WestCheck, WestCite, CLEAR, legal reference materials, law enforcement databases, news databases. Print publications are available with subscription services.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Law Enforcement
- Research Services

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

Learn about the ways to buy through DIR, eligibility, and tips for finding what you need.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.H.
Agreement: RGV 9-1-1 Interlocal

1. **Agenda Item:**
Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 Service. [Jaime Ayala, Police Chief]

2. **Description:**
The Rio Grande Valley Communication District has developed an interlocal agreement for the operation of the regional emergency 9-1-1 system. The City of Edinburg operates as one of the Public Safety Answering Points (PSAP) in Hidalgo County for the Regional 9-1-1 System. This agreement allows the City's participation in the enhanced 9-1-1 Emergency Telephone System in the Region for the next two years.

The term of this agreement shall be effective from February 1, 2024, and shall continue until January 31, 2026. There is no budget impact on the department for the interlocal agreement.

The purpose of the interlocal agreement is to provide a system of cooperation between the Rio Grande Valley Emergency Communication District and the Edinburg Police Department so that the Rio Grande Valley Communication District can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Edinburg Police Department and the Rio Grande Valley Emergency Communication District for 9-1-1 service.

Reviewed by:
Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Prepared by:
Iris Alvarado, Management Services Administrator
Elias Martinez, Communication Manager

Attachments:
A. EDPD & RGV 911 Interlocal 2024-26
B. 2024 IA Mayor Letter_Edinburg

INTERLOCAL AGREEMENT 2024-2026 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
THE CITY OF EDINBURG POLICE DEPARTMENT
FOR 9-1-1 SERVICE

SECTION 1: PARTIES AND PURPOSE

1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.

1.2 *The City of Edinburg (hereinafter "Public Agency")* is a local government that operates a Public Safety Answering Point ("PSAP") that participates in the RGV 9-1-1.

1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

2.1.1 The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.

2.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.

2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

2.2.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).

2.2.2 The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.

2.2.3 Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.

2.2.4 Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.2.5 Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

2.3.1 The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.

2.3.2 The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.

2.3.3 The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9- 1-1.

2.3.4 The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.5 The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. *https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center*. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.

2.3.6 The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

2.4.1 Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.4.2 Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3 The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4.4 The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
b. Calling WSC (800) 414-2738 and/or email support@wscicom.com

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power..

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes:
https://www.rgv911.org/pages/request

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements..

2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.

2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.

2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.

2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.

2.6.4 The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. https://www.ada.gov/law-and-regs/ada/

2.6.5 The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

2.7.1 The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.

2.7.2 The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

2.8 MEDIA RELATION

2.8.1 The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.2 The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.3 The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:

- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
- PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.

2.9.4 The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.

2.9.5 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.

2.9.6 The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.7 The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.

2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.

2.9.9 Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.

2.9.10 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department) https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act

2.9.11 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1- 1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.

3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1owned or leased equipment.

3.5 OPERATIONS

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1.1 This Agreement shall take effect February 1, 2024, and shall continue until January 31, 2026, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

5.1.1 The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.

5.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.

5.1.3 The basic 9-1-1 equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.

6.1.3 The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

7.1.1 The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days

written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District:	Attn: Manuel Cruz 1912 Joe Stephens Ave. Ste. A Weslaco, Texas 78599
If to Public Agency:	Attn: Mayor Ramiro Garza Jr. P.O. Box 1079 Edinburg, TX 78540

SECTION 10: GENERAL PROVISIONS

10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 **Limitation of Liability**. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 **Procurement**. Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.

10.1.5 **Force Majeure**. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.

10.1.6 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.

10.1.7 **Amendments**. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.

10.1.8 **Nondiscrimination and Equal Opportunity**. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

10.1.9 **Dispute Resolution**. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

THE CITY OF EDINBURG	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1
By: CITY OF EDINBURG	**By:** Rio Grande Valley Emergency Communication District 9-1-1
Name: RAMIRO GARZA JR.	**Name:** MANUEL CRUZ
Title: MAYOR	**Title:** EXECUTIVE DIRECTOR
Signature:	**Signature:**
Date:	**Date:**

Date of governing body approval: **January 24th 2024**

Attachments:

Attachment A: Equipment Room and Electrical
Attachement B: Call Volume requirements regarding PSAP Position utilization

Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.

Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Callvolume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.

Rio Grande Valley Emergency Communication District

Mayor Gilbert Gonzales, Raymondville..... President
Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen ..... Vice President
Judge Aurelio "Keeter" Guerra, Willacy County.....Secretary
Ramiro Garza Jr., Mayor, Edinburg..... Treasurer

RGV9-1-1 BOARD OF MANAGERS

Gilbert Gonzales
Mayor, Raymondville

Joaquin "J.J." Zamora
Mayor Pro Tem, McAllen

Aurelio "Keeter" Guerra
Judge, Willacy County

Ramiro Garza Jr.
Mayor, Edinburg

Arturo Galvan Jr.
Mayor Pro Tem, Alton

Alonzo "AL" Perez Jr
Mayor, Elsa

Yvette Cabrera
Mayor, Granjeno

Oscar D. Montoya
Mayor, Mercedes

Ramiro Loya
Mayor, Penitas

Alma D. Salinas
Mayor, Sullivan City

Adrian Gonzalez
Mayor, Weslaco

Sheriff J. E. "Eddie" Guerra
Hidalgo County

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

February 5, 2024

Honorable Ramiro Garza Jr., City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

Subject: Interlocal Agreement 2024-2026 - City of Edinburg Police Department and RGV9-1-1

Dear Mayor Garza,

Enclosed, please find a copy of the Interlocal Agreement 2024-2026, an agreement between the Rio Grande Valley Emergency Communication District (referred to as "RGV9-1-1") and the City of Edinburg Police Department.

The RGV9-1-1 District Board of Managers convened on **Wednesday, January 24, 2024**, and approved the attached agreement. This agreement, subject to renewal every two years, is a crucial document governing the provision of 9-1-1 services, ensuring seamless and effective emergency communication services for our community. The Interlocal Agreement outlines the specific duties and responsibilities assigned to both the Public Safety Answering Point (PSAP) and the RGV911 Communication District. We must have all renewals signed no later than **Wednesday, February 28th, 2024**.

Should you require any further information, have questions, or need clarification on any aspect of the agreement, please do not hesitate to reach out to Mr. Dennis Moreno, Assistant Director, at (956) 578-2888 (dmoreno@rgv911.org) or me at (956) 279-4130 (mcruz@lrgvdc.org).

Thank you for your attention to this matter.

Sincerely,

Manuel Cruz
Executive Director
Rio Grande Valley Emergency Communication District

CC: Jaime Ayala, Chief of Police

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.I.
Resolution: Amnesty Program

1. **Agenda Item:**
Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of March 4, 2024 Through May 31, 2024. [Maribel Velasquez, Court Administrator]

2. **Description:**
The Municipal Court implemented an In-House Warrant Collection Division over 20 years ago. It was created to assist with collecting and disposing of outstanding fines and court costs due for outstanding traffic violations.

The Court is recommending an Amnesty Program for the waiver of fine and court cost for each Failure to Appear (FTA) and/or Violate Promise to Appear (VPTA) charge for outstanding citations beginning January 2004 to Current in an effort to collect and dispose of cases.

The period of performance is March 4, 2024 through May 31, 2024.

The Amnesty Program affords violators the opportunity to pay and dispose of delinquent citations that have been assessed such charge with the Court.

3. **Staff's Recommendation:**
Approve Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of March 4, 2024 through May 31, 2024.

Reviewed by:
Maribel Velasquez, Court Administrator

Prepared by:
Rocio Castillo, Assistant Court Administrator

Attachments:
A. RESOLUTION

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**A RESOLUTION OF THE CITY OF EDINBURG TEXAS, IMPLMENTING AN AMNESTY PROGRAM FOR THE TIME PERIOD MARCH 4, 2024 THROUGH MAY 31, 2024 TO WAIVE FINES AND COURT COST ON FAILURE TO APPEAR OR VIOLATE PROMISE TO APPEAR VIOLATIONS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, pursuant to State law, the Edinburg Municipal Court issues an arrest warrant for persons who fail to appear at the initial court setting that is listed on their citation; and

WHEREAS, in addition to an arrest warrant, persons who fail to appear receive an additional misdemeanor charge and additional fees incurred; and

WHEREAS, the amount of the fine and court cost is $185 for failing to appear in Municipal Court; and

WHEREAS, City of Edinburg desires to incentivize the public to address their outstanding citations by implementing a temporary Amnesty Program for the waiver of fines and court cost associated with failing to appear; and

WHEREAS, the City Council of the City of Edinburg believe that a grace period from March 4, 2024 through May 31, 2024, would prove mutually beneficial to the City and to the defendants who have been assessed such charge with the Municipal Court.

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 approves implementing an Amnesty Program from March 4, 2024 through May 31, 2024, to waive Failure to Appear and/or Violate Promise to Appear fines and court costs from the beginning of January 2004 to the present day. The City Manager is designated as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the Resolution.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall take effect from March 4, 2024 through May 31, 2024.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a special meeting on the 20th day of February, 2024, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

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: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.J.
Resolution: Authorized Signatories

1. **Agenda Item:**
Consider Resolution Authorizing the Edinburg City Council to Designate Authorized Signatories for Contractual and Financial Documents for Requesting Funds Pertaining to the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

2. **Description:**
The City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project. The City must submit a Resolution designating authorized staff to sign contractual and financial documents, as well as the Depository/Authorized Signatories Designation Form, as part of the grant start-up phase, prior to incurring any project costs.

The Texas General Land Office's Community Development and Revitalization Program opened the grant application period for the DR-4377 2018 South Texas Floods Infrastructure Competition in March 2022. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred from June 19 – July 18. The Infrastructure Competition was open to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing. The period of performance is from December 29, 2023 through February 28, 2026. The grant award was the maximum amount of $1 million, with a local match of $310,000.00, for a total project cost of $1,310,000.00. The matching funds are budgeted in the 2021 Bond Series. The application was submitted on July 29, 2022, after City Council approval on July 19, 2022. Official award notification was received in February 2023; however, the grant award documents were provided to the City in December 2023. A project kickoff meeting was held with the GLO staff on January 11, 2024.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the Edinburg City Council to Designate Authorized Signatories for contractual and financial documents for requesting funds pertaining to the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure project through the Community Development & Revitalization Division awarded as Contract No.

Reviewed by:
Claudia Farias, Interim Director of Grants Administration
Nelda Ramirez, Assistant City Manager

Prepared by:
New - Claudia Farias, Interim Director of Grants Administration

Attachments:
A. Resolution

B. Depository/Authorized Signatories Designation Form

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE EDINBURG CITY COUNCIL TO DESIGNATE AUTHORIZED SIGNATORIES FOR CONTRACTUAL AND FINANCIAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECT THROUGH THE COMMUNITY DEVELOPMENT & REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project, and;

WHEREAS, it is necessary to appoint persons to execute contractual and financial documents for requesting funds from the Texas General Land Office, and;

WHEREAS, an original signed copy of the *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Edinburg acknowledges that in the event that an authorized signatory of the City changes, the City must provide the GLO the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution states the title and not the name of the signatory); and
- a revised *Depository/Authorized Signatories Designation Form.*

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 of Edinburg hereby authorizes and designates the Mayor, City

Manager, and Director of Finance as the City's authorized signatories for contractual and financial documents for the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Project grant through the Community Development & Revitalization Division, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the **20th day of February 2024**.

CITY OF EDINBURG

By: _____
Ramiro Garza, Mayor

ATTEST:

By: _____

Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

Omar Ochoa Law Firm P.C.

By: _____

Omar Ochoa, City Attorney

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Edinburg	Contract Number:	23-152-007-E179

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Ramiro Garza, Jr.	Myra L. Ayala
Name	Name
Mayor	City Manager
Title	Title

Subrecipient:	City of Edinburg	Contract Number:	23-152-007-E179

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Ramiro Garza, Jr.	Myra L. Ayala
Name	Name
Mayor	City Manager
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas National Bank
Name of Lending Institution
4908 S. Jackson Rd.
Address
Edinburg, Texas 78539
City, State, Zip Code

Fund Account Number:	1002006227

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Ascencion Alonzo	Myra L. Ayala
Name	Name
Director of Finance	City Manager
Title	Title
Signature	Signature

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Ramiro Garza, Jr	Myra L. Ayala
Name	Name
Mayor	City Manager
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.K.
Resolution: Civil Rights Requirements

1. **Agenda Item:**
Consider Resolution to Comply with the Civil Rights Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

2. **Description:**
The City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project. The City must submit a Resolution certifying compliance with the Civil Rights Requirements of the Texas General Land Office, as part of the grant start-up phase, prior to incurring any project costs.

The Texas General Land Office's Community Development and Revitalization Program opened the grant application period for the DR-4377 2018 South Texas Floods Infrastructure Competition in March 2022. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred from June 19 – July 18. The Infrastructure Competition was open to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing. The period of performance is from December 29, 2023 through February 28, 2026. The grant award was the maximum amount of $1 million, with a local match of $310,000, for a total project cost of 1,310,000. The matching funds are budgeted in the 2021 Bond Series. The application was submitted on July 29, 2022, after City Council approval on July 19, 2022. Official award notification was received in February 2023, however the grant award documents were provided to the City in December 2023. A project kickoff meeting was held with the GLO staff on January 11, 2024.

3. **Staff's Recommendation:**
Approve Resolution certifying compliance with the Civil Rights Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure project through the Community Development & Revitalization Division awarded

Reviewed by:
Claudia Farias, Interim Director of Grants Administration
Nelda Ramirez, Assistant City Manager

Prepared by:
New - Claudia Farias, Interim Director of Grants Administration

Attachments:
A. Resolution

RESOLUTION NO.

THE STATE OF TEXAS	§	**RESOLUTION TO COMPLY WITH CIVIL RIGHTS REQUIREMENTS FOR THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECT THROUGH THE COMMUNITY DEVELOPMENT & REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING.**
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project, and;

WHEREAS, the City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the project area;

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must comply with its excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-DR project;

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the contract, to affirmatively further fair housing;

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 of Edinburg hereby agrees to comply with and maintain written standards of conduct and procedures covering Civil Rights, Non-Discrimination and meaningful access to its residents under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Projects grant through the Community Development & Revitalization Division.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the **20th day of February 2024**.

CITY OF EDINBURG

By: _____
Ramiro Garza, 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: February 20, 2024
CONSENT AGENDA
Agenda Item No: 11.L.
Resolution: Force Account Labor Requirements

1. **Agenda Item:**
Consider Resolution to Comply with the Force Account Labor Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Project Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods Funding, and Execute Grant Documents Relating Thereto. [Claudia L. Farias, Interim Director of Grants Administration]

2. **Description:**
The City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project. The City must submit a Resolution certifying compliance with the Force Account Labor Requirements of the Texas GLO, as part of the grant start-up phase, prior to incurring any project costs.

The Texas General Land Office's Community Development and Revitalization Program opened the grant application period for the DR-4377 2018 South Texas Floods Infrastructure Competition in March 2022. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred from June 19 – July 18. The Infrastructure Competition was open to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing. The period of performance is from December 29, 2023 through February 28, 2026. The grant award was the maximum amount of $1 million, with a local match of $310,000, for a total project cost of 1,310,000. The matching funds are budgeted in the 2021 Bond Series. The application was submitted on July 29, 2022, after City Council approval on July 19, 2022. Official award notification was received in February 2023, however the grant award documents were provided to the City in December 2023. A project kickoff meeting was held with the GLO staff on January 11, 2024.

3. **Staff's Recommendation:**
Approve Resolution certifying compliance with the Force Account Labor Requirements of the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure project through the Community Development & Revitalization Division awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and execute grant documents relating thereto.

Reviewed by:
Claudia Farias, Interim Director of Grants Administration
Nelda Ramirez, Assistant City Manager

Prepared by:
New - Claudia Farias, Interim Director of Grants Administration

Attachments:
A. Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION TO COMPLY WITH FORCE ACCOUNT LABOR REQUIREMENTS FOR THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECT THROUGH THE COMMUNITY DEVELOPMENT & REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg has received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project, and;

WHEREAS, Force account labor is defined by the Internal Revenue Service as labor classified as professional services, construction, rehabilitation, repair, or demolition performed by municipal, county, or Council of Government employees;

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all force account labor requirements for administrative work, including but not limited to project delivery, management and engineering, performed by City employees in conjunction with this grant;

WHEREAS, the City, understands and agrees that the contract allows up to 15% of the total budget allocation to be reimbursed for project delivery and grant administration costs;

WHEREAS, the City understands and agrees that project delivery and grant administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the final approved budget;

WHEREAS, the City understands and agrees that force account recordkeeping includes thorough documentation of all costs and applies whether these costs are being reimbursed with CDBG-DR funds or used to document all or part of leveraged funds;

WHEREAS, the City understands and agrees that all required documentation as set forth in the GLO-CDR Implementation Manual must be submitted with each reimbursement request for project delivery and grant administration.

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 of Edinburg hereby agrees to comply with and maintain proper recordkeeping for Force Account Labor and grant administration in accordance with the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Infrastructure Projects grant through the Community Development & Revitalization Division.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the **20th day of February 2024**.

CITY OF EDINBURG

By: _____
Ramiro Garza, Mayor

ATTEST:

By: _____

Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

Omar Ochoa Law Firm P.C.

By: _____

Omar Ochoa, City Attorney