



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

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

SPECIAL MEETING AGENDA
FEBRUARY 27, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. 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.

5. AWARDING OF BID

A. 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]

6. 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]

7. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A. Consultation with City Attorney and Possible Action Regarding Agreement for City Event. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

8. ADJOURNMENT

I hereby certify this Notice of a City Council Special 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 23, 2024 at 4:00 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 27, 2024

AWARDING OF BID

Agenda Item No: 5.A.

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 aka 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



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.procurenw.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](tel:(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 date 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	Points Based	50 (50% of Total)
	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: $50 \times 70\% = 35.0$ points Results: 15 points spread 75% spread: $50 \times 75\% = 37.5$ points Results: 12.5 points spread 80% spread: $50 \times 80\% = 40.0$ points Results: 10 points spread 85% spread: $50 \times 85\% = 42.5$ points Results: 7.5 points spread 90% spread: $50 \times 90\% = 45.0$ points Results: 5 points spread 95% spread: $50 \times 95\% = 47.5$ 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		

	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:

Five million two hundred ninety two eight hundred seventy eight
 1. _____ 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.

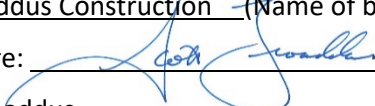
1.7: BID SUPPLEMENTS

- 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).

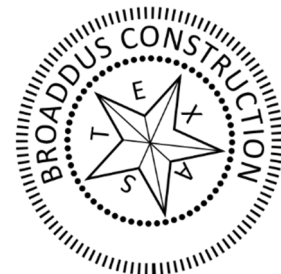
1.8: CONTRACTOR'S LICENSE

- 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



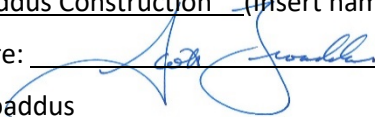
EDINBURG SERVICE CENTER UPGRADES**SECTION 004321 – ALLOWANCE FORM****PART 1 – Allowance Form****1.1: BID INFORMATION**

- 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.

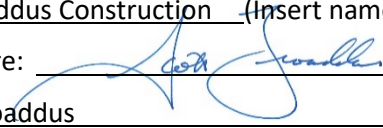
1.3: DESCRIPTION

- 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

THE STATE OF TEXAS

§

THE COUNTY OF Travis

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

Scott Broadus _____, who
[Affiant]

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

Broadbus Construction

[Contractor's Company Name]

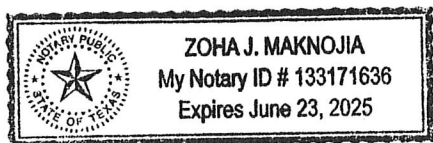
the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of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

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on

January 16, 2024

[Date]



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 ☒ 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 CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ 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)

(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

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.

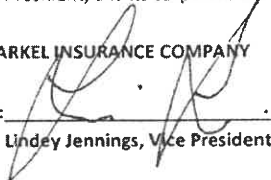
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding 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.

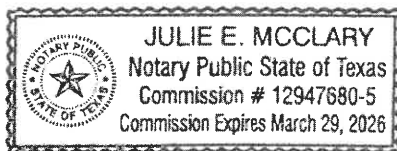
State of Texas
County of Travis:

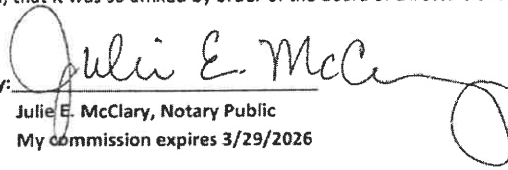


MARKEL INSURANCE COMPANY

By: 
Lindsey Jennings, Vice President

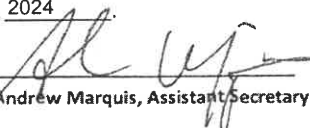
On this 13th day of January, 2023 before me personally came Lindsey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; 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

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**

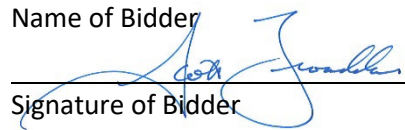
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general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

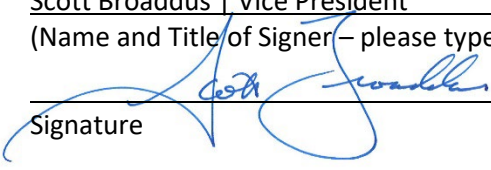
Yes X No (If answer is yes, identify the most recent contract)

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.

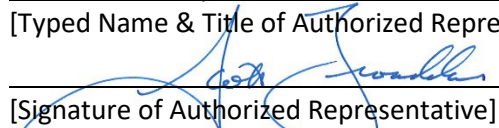
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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

SIGNATURE

January 16, 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.

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

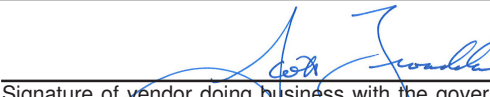
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

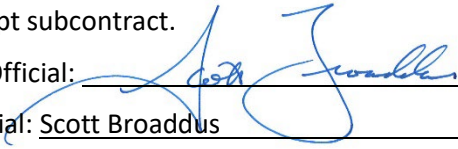
(C) of a family relationship with a local government officer.

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,

☒

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)

(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

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.

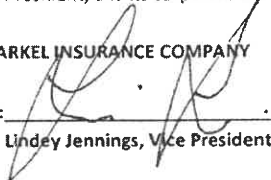
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding 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.

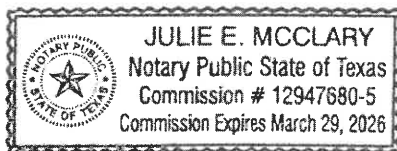
State of Texas
County of Travis:

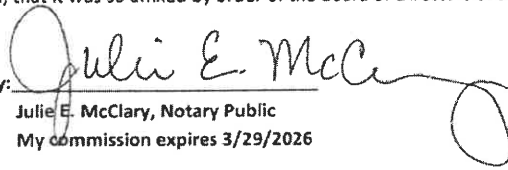


MARKEL INSURANCE COMPANY

By: 
Lindsey Jennings, Vice President

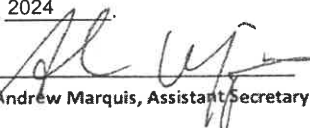
On this 13th day of January, 2023 before me personally came Lindsey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; 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

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	<u>762,664,582</u>
Agents Balances or Uncollected Premiums	538,304,647	TOTAL LIABILITIES	2,392,690,079
Other Admitted Assets	<u>520,655,560</u>		
		Capital Stock	4,200,000
		Surplus	<u>2,278,750,895</u>
		TOTAL POLICYHOLDERS SURPLUS	2,282,950,895
		TOTAL LIABILITIES AND POLICYHOLDERS SURPLUS	<u>\$ 4,675,640,974</u>
TOTAL ASSETS	<u>\$ 4,675,640,974</u>		

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

A02BB4CAACB046A...

Controller

DocuSigned by:

Kathleen A. Sturgeon

2E070A834FB14DC...

Secretary

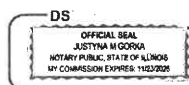
STATE OF ILLINOIS
 COUNTY OF COOK

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





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,

Broadus Construction will work with each awarded subcontractor to sign and submit Equal Employment Opportunity Certification Forms upon award of contract.

Sincerely,

Broadus Construction

A handwritten signature in blue ink, appearing to read "Scott Broadus", written over the company name.

Scott Broadus
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:

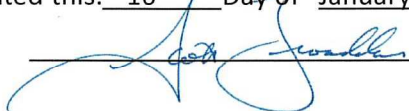
Equipment	Own	Rent/Lease (Supplier & Phone #)
Crane	NA	Provided by Subcontractor for Respective Trade
Boom Lift	NA	Provided by Subcontractor for Respective Trade
Man Lift	NA	Provided by Subcontractor for Respective Trade

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

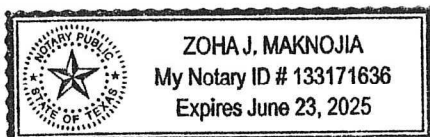
Subscribed and sworn to before me this:

January 18th 2024

NOTARY PUBLIC:



END OF SECTION



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		
☒ Disabled Business Enterprise		
☒ 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 ☒ \$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	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.

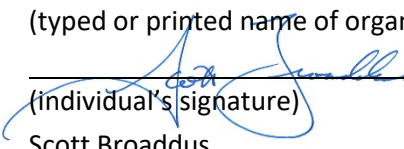
ARTICLE 9—REQUIRED ATTACHMENTS

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)

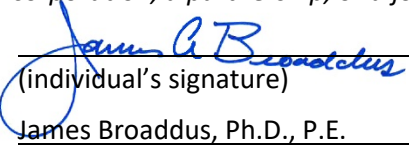
By: 
(individual's signature)

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

Broadus 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:

<u>Year</u>	<u>NCCI EMR</u>
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

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)

236220

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.

[Signature] COO
Company executive Title
Phone 512.202.8423 Date 1.17.2024

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 22

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

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Establishment Information

Your establishment name Broadus 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)

236220

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 Title PRESIDENT

Company executive Phone 210.889.9405 Date 1/27/2023

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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)	(N)	(O)	(P)	(Q)
(1) Injuries	0				0
(2) Skin disorders	0				0
(3) Respiratory conditions	0				0
(4) Poisonings					
(5) Hearing loss					
(6) All other illnesses					

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name Broadadus 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)

236220

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

Phone 210-884-9405

Title President 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 Broadus 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 Broadus

Printed name

Signature

Vice President

Position in bidding company

January 16, 2024

Date

City of Edinburg

Non-Collusion Affidavit

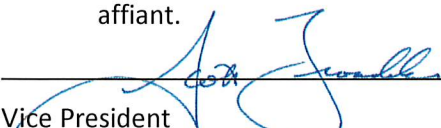
Non-Collusion Affidavit of Prime Bidder

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

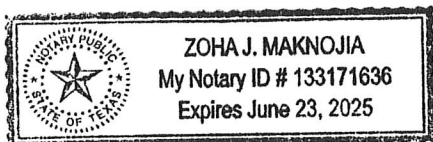
Subscribed and sworn to me this 16th day of January, 2024.

By:



Notary Public

My Commission 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

A handwritten signature in blue ink, appearing to read "Scott Broaddus", is written over the company name.

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

A blue ink signature of Scott Broaddus, written in a cursive style, positioned over the text "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:

- ☒ Agreement Between the Owner and Contractor
- ☒ Performance Bond (100% of the Contract Amount)
- ☒ Payment Bond (100% of the Contract Amount)
- ☒ 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?

☒ 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(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): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED	1499921 Broaddus Construction LLC 5707 Southwest Parkway Suite 125, Building 2 Austin TX 78735	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 :	

COVERAGES

CERTIFICATE NUMBER: 17941371

REVISION NUMBER: XXXXXXXX

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:	N	N	TB5-Z51-294211-033	10/29/2023	10/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED HIRED AUTOS ONLY ☒ AUTOS NON-OWNED AUTOS ONLY	N	N	AS5-Z51-294211-023	10/29/2023	10/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	TH7-Z51-294211-043	10/29/2023	10/29/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z51-294211-013	10/29/2023	10/29/2024	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

17941371
Evidence of Insurance

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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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 I 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 I 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]



**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

Service | Integrity | Responsibility | Commitment



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. _____ Type text here
Dollars

(\$ _____).

- 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



EDINBURG SERVICE CENTER UPGRADES

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:



EDINBURG SERVICE CENTER UPGRADES

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.

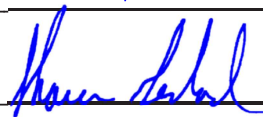
1.7 BID SUPPLEMENTS

- 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).

END OF SECTION 00 41 13





EDINBURG SERVICE CENTER UPGRADES

SECTION 004321 - ALLOWANCE FORM

PART 1 - Allowance Form

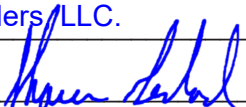
1.1 BID INFORMATION

- 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.

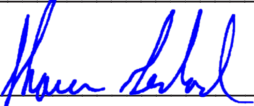
1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 23rd day of January, 2024.

004323-1



EDINBURG SERVICE CENTER UPGRADES

- 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



EDINBURG SERVICE CENTER UPGRADES

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 solicitation 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	Exhaust systems, etc.	
26 00 00	Electrical	Electrical general requirements, sleeves, raceways, etc.	
27 00 00	Electronic Safety and		
28 00 00	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
INSURED Gerlach Builders, LLC DBA Wil-Con 918 Big Horn Drive Edinburg, TX 78542	E-MAIL ADDRESS: npinon@missionduncan.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GuideOne National Insurance Company	NAIC # 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 \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 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) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A & C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			56000311701	06/22/2023	06/22/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ Y N / A			0001327301	06/23/2023	06/23/2024	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
Permits & Inspections Dept.
P O Box 1079
Edinburg, TX 78540

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 Pinon

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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 ☒ 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 CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ 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

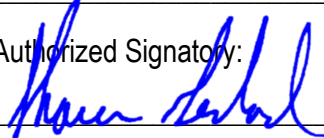
Printed Name and Title:

Shawn Gerlach-President

Company/Vendor Name:

Gerlach Builders, LLC

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:

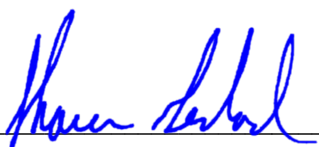
SENATE BILL 13 VERIFICATION

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:**

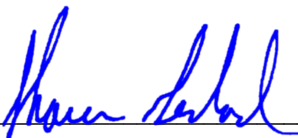
- (1) **does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

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 regulation 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 16, 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.

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

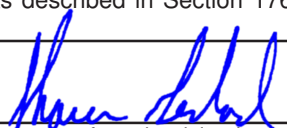
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

1 of 1

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.



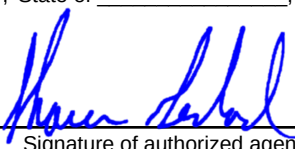
6 UNSWORN DECLARATION

My name is Shawn Gerlach, and my date of birth is 11/14/1977.

My address is 3101 Las Colinas Lane, Mission, TX, 78572, USA.
(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 16th day of January, 2024.
(month) (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 CHOICES 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 CHOICES 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: [Signature]

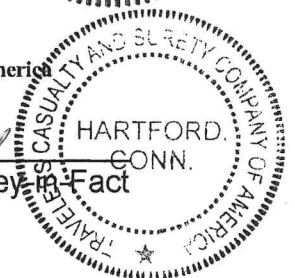


Travelers Casualty and Surety Company of America

By: Alice C. Bell

Alice C. Bell

, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

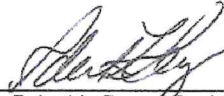
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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.

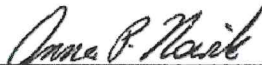
By: 
Robert L. Raney, Senior Vice President

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

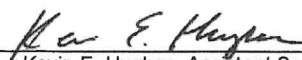
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **January**, **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.

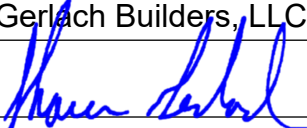
- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar 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)

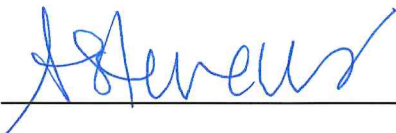
By: 
(individual's signature)

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			
Actual	(I)		C * (1 - A) + G		(A) * (F)		(J)			
	0		27,525		0		27,525			
Expected	(E)		C * (1 - A) + G		(A) * (C)		(K)			
	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
Actual		(I) 0		C * (1 - A) + G 27,275		(A) * (F) 0		(J) 27,275
Expected		(E) 1,498		C * (1 - A) + G 27,275		(A) * (C) 146		(K) 28,919
		ARAP		FLARAP		SARAP		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

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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

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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

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

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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	<u>\$ 8,418,809.27</u>
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	<u>\$ 64,928.64</u>
Other assets	
Security deposit	\$ 10,000.00
Wil-Con(name-goodwill)	\$ 50,000.00
Total assets	<u><u>\$ 8,543,737.91</u></u>
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	<u>\$ 4,989,943.94</u>
Total liabilities	<u>\$ 4,989,943.94</u>
Member's equity	\$ 3,553,793.97
Total liabilities and member's equity	<u><u>\$ 8,543,737.91</u></u>

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	<u>\$ 32,007,426.99</u>
Gross profit	\$ 1,793,143.80
Operating expenses	<u>\$ 1,009,188.34</u>
Income from operations	\$ 783,955.46
Other income (expenses)	
Other income	\$ 248,400.00
Interest expense	<u>\$ (798.98)</u>
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	<u>\$ 540,000.00</u>
Ending member's equity	<u><u>\$ 3,553,793.97</u></u>

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	<u>\$ 345,551.17</u>
Investing activities	
Purchase of property and equipment	<u>\$ (5,487.73)</u>
Net cash provided by investing activities	<u>\$ (5,487.73)</u>
Financing activities	
Member draws	\$ 540,000.00
Proceeds from short-term debt	<u>\$ (28,255.60)</u>
Net cash provided by financing activities	<u>\$ 511,744.40</u>
Net cash increase for period	<u>\$ 851,807.84</u>
Cash at beginning of period	<u>\$ 1,539,352.15</u>
Cash at end of period	<u><u>\$ 2,391,159.99</u></u>
Interest Paid	<u><u>\$ 798.98</u></u>

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.

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
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.

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

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.

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

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:

<i>December 31, and January 1,</i>	2021	2021
Completed contracts	\$ 67,770	\$ 109,980
Contracts in progress	5,409,537	1,411,277
Total	\$ 5,477,307	\$ 1,521,257

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

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:

<i>December 31,</i>	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:

<i>December 31,</i>	2021
Costs and estimated earnings in excess of billings	476,334
Billing in excess of costs and estimated earnings	(341,057)
Total	\$ 135,277

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

NOTE 5: REVENUE (Continued)

Contract assets and liabilities comprise the following at the beginning and end of 2021:

<i>December 31, and January 1,</i>	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:

<i>For the year ending December 31,</i>	
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:

<i>For the years ending December 31,</i>	
2022	\$ 35,508
2023	16,490
2024	1,160

Gerlach Builders, LLC, dba Wil-Con
Notes to Financial Statements
For the Year Ended December 31, 2021

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 December 31, 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

Job Number	Jobs	Contract Totals				Before January 1, 2021				For the Year Ended December 31, 2021				
		Contract Revenues	Contract	Costs	Gross Profit	Contract Revenues	Contract	Costs	Gross Profit	Contract Revenues	Contract	Costs	Gross Profit	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/janitorial	\$	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 seivces	\$	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	Total Work Under Contract	\$123,506,955.72
B. Project Owner		
C. Architect on Project		
D. Contract Amount		
E. Percentage Complete		
F. Completion Date		

A. Edinburg ACE Building	A. Dutch Bro's Weslaco
B. City of Edinburg	B. BB Holdings TX LLC
C. ERO Architects	C. The Nunnally Studio
D. \$15,097,963.40	D. \$1,430,648.00
E. 86%	E. 96%
F. May, 2024	F. January-2024

A. Texas National Bank Headquarters	A. Point Isabel Phase III
B. Texas National Bank	B. Point Isabel ISD
C. Diseno	C. ERO Architects
D. \$29,000,000.00	D. \$3,843,748.08
E. 0%	E. 15%
F. TBD- Construction Management	F. February-2024

A. Point Isabel Phase II	A. Point Isabel Phase IV
B. Point Isabel ISD	B. Point Isabel ISD
C. ERO Architects	C. ERO Architects
D. \$5,224,954.24	D. \$8,138,000.00
E. 98%	E. 12%
F. February-2024	F. June-2024

A. Rio Grande City Public Safety Building	A. Dutch Bro's San Juan
B. City of Rio Grande City	B. BB Holdings TX LLC
C. The Warren Group	C. The Nunnally Studio
D. \$10,294,000.00	D. \$1,143,519.00
E. 63%	E. 95%
F. July-2024	F. February-2024

A. HCISD Coakley & Vernon	A. Dutch Bro's Edinburg
B. Harlingen CISD	B. BB Holdings TX LLC
C. Gomez, Mendez Sanes, Inc	C. The Nunnally Studio
D. \$795,945.00	D. \$1,198,178.00
E. 80%	E. 69%
F. April-2024	F. February-2024

A. La Grulla Middle School	A. Wylie Sprayers
B. Rio Grande City La Grulla ISD	B. Wylie & Sons Inc.
C. Design Group International	C. JDMA Architects
D. \$41,500,000.00	D. \$5,840,000.00
E. 36%	E.
F. December-2024	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 Minaise	Elias 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 Minaise	Elias 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 Minaise	Elias 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 isd.net cgonzalez@pi-	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	Disfeno, 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 Asphalt 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
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PROJECT COMPLETION HISTORY

BORDER PATROL STATION ALTO BONITO	IDEA TOROS COLLEGE PREP
DHR HEALTH ONCOLOGY INSTITUTE	IDEA EDINBURG 2020 BOND
DHR HEALTH IMAGING	IDEA ALAMO 2020 BOND
DHR HEALTH UROLOGY	IDEA SAN BENITO 2020 BOND
DHR HEALTH ORTHOPEDIC INSTITUTE	IDEA HARLINGEN PHASE I
DHR HEALTH IMAGING CENTER	SANTA MARIA JHS RENOVATIONS
DHR HEALTH BEHAVIORAL HOSPITAL	HCISD/UTRGV EARLY COLLEGE HS
DHR MEDICAL TOWER	STISD BUS BARN/MAINT. BUILDING
LONE STAR NATIONAL BANK – SELMA	STISD RESTROOM FACILITY
LONE STAR NATIONAL BANK – RIO GRANDE CITY	RIO BANK 3 RD FLOOR FINISH OUT
LONE STAR NATIONAL BANK ON CONWAY	SHOPS AT LA CANTERA – SAN ANTONIO
LONE STAR NATIONAL BANK - FREDERICKSBURGH	ART VILLAGE – MAIN ST. MCCALLEN
MCCALLEN CONVENTION CENTER	MCCALLEN STAINED GLASS
STC NURSING AND ALLIE HEALTH	SUSY'S DANCE STUDIO
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 – MCCALLEN	
SAN JOSE ISLAND DOG KENNEL	
SAN JOSE ISLAND SMALL SHED	
SAN JOSE ISLAND POLE BARN	
SAN JOSE ISLAND HELDENFELS BLDG.	
MAREK BROTHERS OFFICE – HARLINGEN	

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	IDEA MISSION ACADEMY PHASE I	CAPOTE WAREHOUSE
HANNA PODS	IDEA PORTABLE – MCALLEN	KNAPP HOSPITAL
IDEA PALMVIEW	IDEA PORTABLE– ALAMO	MERCEDES LIVESTOCK PAVILION
HANNA PODS	IDEA PORTABLE – SAN JUAN	WESLACO ISD EQUIP FACILITY
IDEA ELSA II	IDEA PORTABLE– SAN BENITO	VALLEY VIEW GYMNASIUMWESLACO
IDEA ROBINDALE PHASE I	FIRST CHRISTIAN CHURCH	GYMS
IDEA ELSA PHASE I	SHARYLAND JUNIOR HIGH NO. 2	LC SMITH ELEMENTARY SCHOOL
IDEA TRES LAGOS PHASE I & II	PALMVIEW MULTIPURPOSE FACILITY	PITMAN ELEMENTARY SCHOOL
IDEA NORTH MISSION PHASE I & II	CENTENNIAL PLAZA	RAYMONDVILLE ISD
IDEA ELSA / IDEA WESLACO PAVILION	JACKSON RIDGE COURT NO. 2	TEXAS STATE TECHNICAL COLLEGE
FREDDY’S FROZEN CUSTARD –	LA JOYA ELEMENTARY NO. 24	STCC CLASSROOMS
BROWNSVILLE	LA JOYA VOCATIONAL BUILDING	LA VILLA JUNIOR HIGH SCHOOL
BLUEWAVE CAR WASH	RGV FOOD BANK	LA FERIA HIGH SCHOOL ADDITIONS
IDEA CAMP RIO	LA JOYA ELEMENTARY NO. 25	WESLACO INTERMEDIATE SCHOOL
FREDDY’S FROZEN CUSTARD –	SAM HOUSTON ELEMENTARY	MARINE MILITARY ACADEMY
CORPUS CHRISTI	IDEA ACADEMY ALAMO PHASE II	ALTO BONITO ELEMENTARY
DAVITA	IDEA ACADEMY DONNA PHASE II	GUZMAN ELEMENTARY
HANNA EARLY COLLEGE HIGH	IDEA HEADQUARTERS	STAINKE ELEMENTARY
SCHOOL	DODGE ARENA	RUNN ELEMENTARY
IDEA TRES LAGOS PHASE II	WESLACO PARKING GARAGE	EDCOUCH ELSA ISD
IDEA ROBINDALE	TEXAS STATE BANK – 3 STORY	LBJ MIDDLE SCHOOL
BLUEWAVE ROOF	BANK FACILITIES	DONNA ELEMENTARY A
IDEA WOOD REPAIRS	TRES NATIONS WAREHOUSE	DONNA ELEMENTARY B
TEMPLO MARIA CHURCH	VANITY FAIR	AIRPORT ELEMENTARY
BLUE WAVE – NOLANA	BEBO DISTRIBUTING	VALLEY VIEW LIBRARY
BLUE WAVE – PHARR	TWO STORY MALLS	VALLEY VIEW TRANSPORTATION
BLUE WAVE – TRENTON	WAL-MARTS	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:

[illegible]

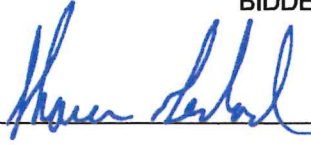
BIDDER

Executed this: 16th Day of: January 20. 24

By: Gerlach Builders, LLC

BIDDER

Title: President

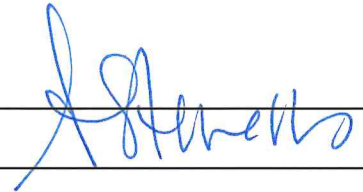


NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: January 16, 2024



NOTARY PUBLIC



END OF SECTION

GERLACH BUILDERS

LLC

January 16, 2024

City of Edinburg
415 University Dr.
Edinburg, TX 78539

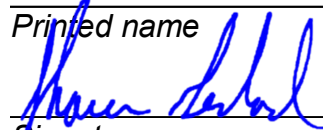
Dear **City of Edinburg**:

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

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:

- ☒ Agreement Between the Owner and Contractor
- ☒ Performance Bond (100% of the Contract Amount)
- ☒ Payment Bond (100% of the Contract Amount)
- ☒ 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 of Gerlach Builders, LLC
(Owner, partner, etc.) (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;

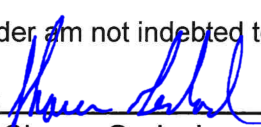
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham 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;

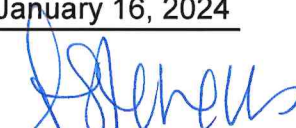
7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

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

Signature: 
Shawn Gerlach

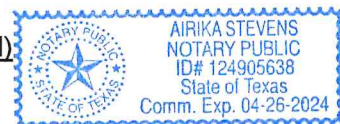
Title: President

Date: January 16, 2024

Notary: 

Airika Stevens

(Apply Notary Seal)



(Print or type names under all signatures)

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [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 submitted if Project is awarded Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> 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 <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>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.</i>	

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 <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
To be submitted 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 <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>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.</i>	

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

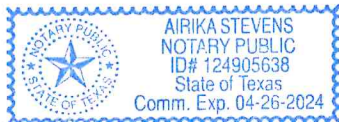
§
§ KNOW ALL MEN BY THESE PRESENTS:THE COUNTY OF Hidalgo

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]
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

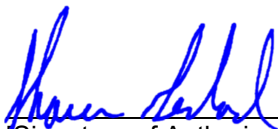
Name: _____
Mailing Address: _____

- 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](http://www.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](http://www.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

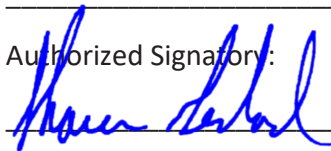
Printed Name and Title:

Shawn Gerlach-President

Company/Vendor Name:

Gerlach Builders, LLC

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**

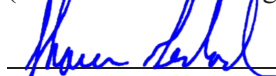
Address and Zip Code: **918 Big Horn Dr. Edinburg, Texas 78542**

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

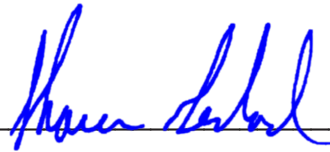
CLEAN AIR AND WATER CERTIFICATION

(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

NAME



SIGNATURE

President

TITLE

January 16, 2024

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 of Gerlach Builders, LLC
(Owner, partner, etc.) (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;

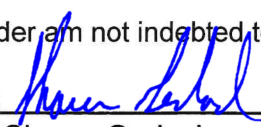
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham 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;

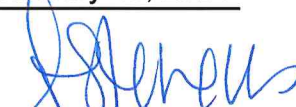
7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

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

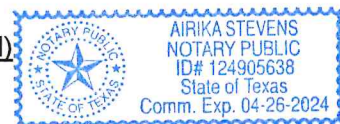
Signature: 
Shawn Gerlach

Title: President

Date: January 16, 2024

Notary: 
Airika Stevens

(Apply Notary Seal)



(Print or type names under all signatures)



Edinburg New Service Center Project No. 2024-008

Tuesday, January 16, 2024 @ 3:00 P.M.

NM Contracting, LLC
2022 Orchid Avenue
McAllen, Texas 78504

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

OWNER:

(Name, legal status and address)

City of Edinburg
415 W University Dr.
Edinburg, TX 78541

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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)


(Witness) Neira Hernandez

NM Contracting, LLC
(Principal)

(Title)

United States Fire Insurance Company
(Surety)

(Title)

Yamillet Ramos, Attorney-in-Fact



(Seal)

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

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

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

Michael C. Fay, Senior Vice President



CRUM & FORSTER

A JAMFAX 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.

[Type text]

September 2016

**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 subcontract 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:

- ☒ Agreement Between the Owner and Contractor
- ☒ Performance Bond (100% of the Contract Amount)
- ☒ Payment Bond (100% of the Contract Amount)
- ☒ 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**

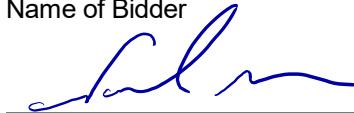
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general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

Noel Munoz, Jr

NAME

President

TITLE



SIGNATURE

01/23/2024

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.

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:

01/23/2024

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

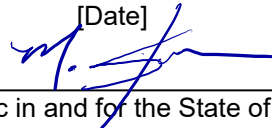
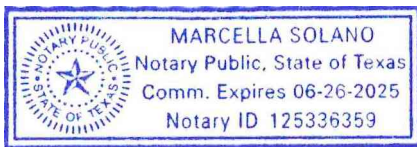
BEFORE ME, the undersigned authority, on this day personally appeared

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]

_____
Notary Public in and for the State of TEXASMarcella 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 ☒ 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 CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ 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

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 CHOICES ON YOUR FUTURE PROJECTS?
Yes X No _____

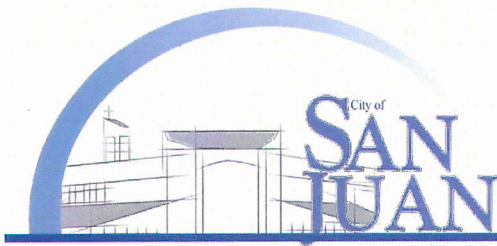
Signature: *Please refer to reference letter*

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:

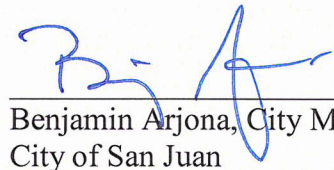
It is with great pleasure and trust I write this letter as a strong recommendation for NM Contracting LLC.

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

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 CHOICES 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 Contracting 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 reliability 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 politicas 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 CHOICES 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

1200 E. Santa Rosa / P.O. Box 355
Edcouch, TX 78538
956-262-1363

1500 First Street
Mercedes, TX 78570
956-565-3191

611 N. Bryan Rd.
Mission, TX 78572
956-580-3303

301 S. 17th St.
Donna, TX 78537
956-464-5809

801 W. 1st Street
San Juan, TX 78589
956-787-0787

201 S. Los Ebanos
Alton, TX 78574
956-519-1800

300 N. 86th St.
San Carlos, TX 78539
956-287-8850

RGC
600 N. Garza, Suite A
RGC, Tex. 78582
956-487-0846

Roma
683 N. Canales Circle
Roma, Tex. 78584
956-849-2100

2900 Raul Longoria
San Juan, TX 78589
956-781-6077

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 CHOICES ON YOUR FUTURE PROJECTS?
Yes X No ___

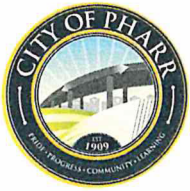
Signature: *Please refer to reference letter*

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 | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | 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 heartily 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 CHOICES 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,

A handwritten signature in black ink, appearing to read "RT", written over a horizontal line.

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 <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> 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
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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 of NM Contracting, LLC
(Owner, partner, etc.) (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;

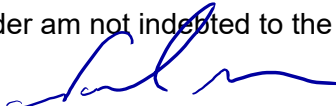
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham 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: 
Noel Munoz

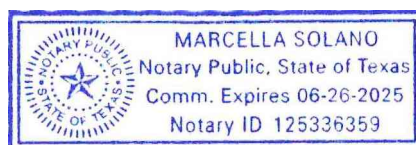
Date: 01/23/2024

Title: President

Notary: 
Marcella Solano

(Apply Notary Seal)

(Print or type names under all signatures)



PERFORMANCE BOND*** Will be provided upon award ***

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> 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 <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>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.</i>	

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 OSHA 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.

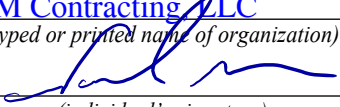
- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
Please refer to pg.8-9
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience 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)

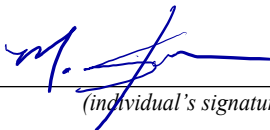
By: 
(individual's signature)

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

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

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 Underground 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

	City of Roma Josie Hinojosa/956-849-4296 77 E. Convent Ave. Roma, TX 78584					
Roma Transit Station		Megamorphosis	\$	619,000.00	8/31/2019	270
	Santa Rosa ISD 232 E Jesus T. Avila St. Santa Rosa, TX 78593					
Santa Rosa Administration Bldg. Renovations		Lamarr Womack & Assoc.	\$	926,900.00	12/16/2019	210
	Brownsville ISD Fernando Villarreal/956-548-8081 1900 E. Price Road Brownsville, TX 78521					
Brownsville CTE Cummings Canopy Improvements		Sigma Engineers	\$	313,500.00	9/30/2019	120
	Weslaco ISD Andres Sanches Jr., CPA/969-6585 P.O. Box 266 Weslaco, TX 78599					
Weslaco Band Hall		ERO Architects	\$	3,946,000.00	12/20/2019	425
	American Bar Association 1050 Connecticut Ave., NW Ste. 400 Washington, DC 20036					
The Reese Probar Finishout		Megamorphosis	\$	2,046,078.00	12/15/2019	150
	City of McAllen Elva Cerda/956-681-2861 1000 S. Ware Rd. McAllen, TX 78501					
McAllen Heritage Center Restroom Remodel		N/A	\$	158,400.00	12/2/2019	120
	City of Mercedes Sergio Zavala/956-565-3114 400 S. Ohio Avenue Mercedes, TX 78570					
Mercedes Civic Center Improvements		SWG Eng.	\$	253,534.00	6/25/2019	150
	City of McAllen Sergio Saldana/956-681-3332 1000 S. Ware Rd. McAllen, TX 78501					
McAllen 2nd Street Trail Improvements		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
	Diosese of Brownsville Rey Rivera/956-781-5323 700 N. Virgen de San Juan Blvd. San Juan, TX 78589					
Holy Family Church		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:				<u>\$ 82,438,654.75</u>		

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.

P r e s i d e n t

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



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 EXPERIENCE

- 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

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



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 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 in 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 in 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 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







OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

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)
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.)

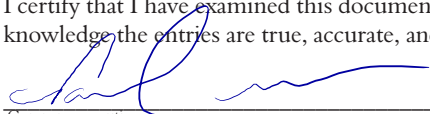
Annual average number of employees 22

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

President

Title

956 631-5667

Phone

12/31/2022

Date

Summary of Work-Related Injuries and Illnesses

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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
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

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.

[Signature] President
 Company executive Title
 Phone 956 631-5667 Date 12/31/2021

Summary of Work-Related Injuries and Illnesses

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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
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>0</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

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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)

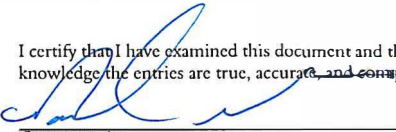
Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

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 _____ Title President
 Phone 956 631-5667 Date 12/31/2020

Summary of Work-Related Injuries and Illnesses

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
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)		
(1) Injuries	<u>0</u>	(4) Poisonings <u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss <u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses <u>0</u>

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.

[Signature] President
 Company executive Title
956 631-5667 12/31/2019
 Phone Date

Summary of Work-Related Injuries and Illnesses

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
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of . . . (M)		
(1) Injuries	<u>0</u>	(4) Poisonings <u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss <u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses <u>0</u>

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.

[Signature] President
Company executive Title
(956) 631-5667 12/31/2018
Phone Date



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
Actual	(I)	0		$C * (1 - A) + G$ 27,618		$(A) * (F)$ 0		(J) 27,618
Expected	(E)	1,472		$C * (1 - A) + G$ 27,618		$(A) * (C)$ 118		(K) 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: 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

Page 2 of 2



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

Page 2 of 2



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) Wt	(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
Actual	(I)	0		C * (1 - A) + G 26,704		(A) * (F) 0		(J) 26,704
Expected	(E)	1,180		C * (1 - A) + G 26,704		(A) * (C) 96		(K) 27,980
		ARAP		FLARAP		SARAP		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	
							(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	<u>561,914</u>	
Total Current Assets		8,609,266

PROPERTY AND EQUIPMENT

Computer equipment and software	87,868	
Equipment	25,192	
Vehicle	375,069	
Furniture and fixtures	<u>2,660</u>	
	490,789	
Less: accumulated depreciation	<u>(406,765)</u>	
	84,024	
Land	<u>498,367</u>	
Total Non-Current Assets		582,391

OTHER ASSETS

Investment property	300,000	
Plan deposits	5,621	
Security deposits	<u>318</u>	
Total Other Assets		<u>305,939</u>

TOTAL ASSETS		<u>\$ 9,497,595</u>
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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	<u>34,860</u>	
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	<u>2,800,927</u>	
Total Member's Equity		<u>2,801,127</u>

TOTAL LIABILITIES AND MEMBER'S EQUITY		<u><u>\$ 9,497,595</u></u>
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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		<u>17,196,353</u>
GROSS PROFIT		3,199,367
GENERAL AND ADMINISTRATIVE EXPENSES		<u>1,935,072</u>
INCOME (LOSS) FROM OPERATIONS		1,264,295
OTHER INCOME		
Interest income	43,134	
Total Other Income		<u>43,134</u>
NET INCOME (LOSS)		<u>\$ 1,307,429</u>

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	<u>(1,774,111)</u>	<u>(1,774,111)</u>
Balance, December 31, 2022	<u>\$ 2,801,127</u>	<u>\$ 2,801,127</u>

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

Cash and Cash Equivalents, Beginning of Period	2,403,255
Cash and Cash Equivalents, End of Period	<u>\$ 2,006,713</u>

OTHER CASH FLOW INFORMATION

Cash paid for interest	\$ 29,563
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See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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	<u>2,244,142</u>
	<u>\$ 6,040,639</u>

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	<u>1,193,667</u>
	19,963,604
Less: billings to date	<u>(20,273,506)</u>
Net under / (over) billings on uncompleted contracts	<u>\$ (309,902)</u>

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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	<u>(871,817)</u>
Net under / (over) billings on uncompleted contracts	<u><u>\$(309,902)</u></u>

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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 maturities

(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	<u>277,906</u>
	<u><u>\$ 429,544</u></u>

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2022

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
	<u>\$ 1,935,072</u>

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	<u>388,814</u>	
Total Current Assets		6,951,771

PROPERTY AND EQUIPMENT

Computer equipment and software	87,868	
Equipment	25,192	
Vehicle	368,837	
Furniture and fixtures	<u>2,660</u>	
	484,558	
Less: accumulated depreciation	<u>(354,299)</u>	
	130,259	
Land	<u>498,367</u>	
Total Non-Current Assets		628,625

OTHER ASSETS

Investment property	300,000	
Plan deposits	<u>5,821</u>	
Total Other Assets		<u>305,821</u>

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	<u>34,860</u>	
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	<u>3,267,809</u>	
Total Member's Equity		<u>3,268,009</u>

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		<u>18,349,568</u>
GROSS PROFIT		4,195,464
GENERAL AND ADMINISTRATIVE EXPENSES		<u>1,902,685</u>
INCOME (LOSS) FROM OPERATIONS		2,292,780
OTHER INCOME		
Interest income	3,496	
PPP loan forgiven	178,900	
Total Other Income		<u>182,396</u>
NET INCOME (LOSS)		<u><u>\$ 2,475,176</u></u>

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	<u>\$ 3,267,809</u>	<u>\$ 3,267,809</u>

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		<u>\$ 2,403,255</u>

OTHER CASH FLOW INFORMATION

Cash paid for interest	\$ 24,768
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NON-CASH INVESTING AND FINANCING ACTIVITIES

Purchase of long-term assets by issuing a note	\$ 94,155
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See independent accountants' review report.

The accompanying notes are an integral part of these financial statements.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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	<u>1,544,136</u>
	<u>\$ 4,159,102</u>

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	<u>977,319</u>
	21,869,876
Less: billings to date	<u>(22,203,471)</u>
Net under / (over) billings on uncompleted contracts	<u>\$ (333,595)</u>

(continued)

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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	<u>(722,409)</u>
Net under / (over) billings on uncompleted contracts	<u><u>\$(333,595)</u></u>

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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.	<u>332,540</u>
Total long-term debt	496,427
Less: current maturities	<u>(34,860)</u>
	<u>\$ 461,567</u>

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	<u>303,342</u>
	<u>\$ 496,427</u>

NOTE 8 - MAJOR CUSTOMERS

Approximately 98% of construction gross profit is from remodel contracts with Valvoline company.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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.

NM CONTRACTING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2021

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
	<u>\$ 1,902,681</u>

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

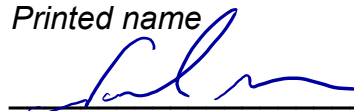
Dear [Name of Owner] : City of Edinburg

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 DEPARTMENT,
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 regulation 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(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 of NM Contracting, LLC
(Owner, partner, etc.) (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;

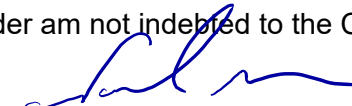
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham 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;

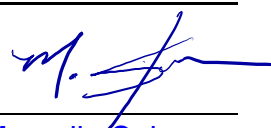
7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

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

Signature: 
Noel Munoz

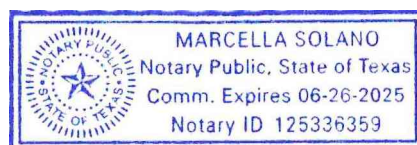
Date: 01/23/2024

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:

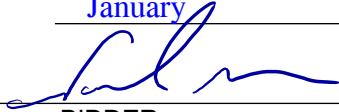
EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
140 m Caterpillar Motor Grader	✓	Triple G Construction 956-800-4176
2- 938 Caterpillar Front Loader	✓	Triple G Construction 956-800-4176
330 Fl Caterpillar Excavator	✓	Triple G Construction 956-800-4176
CP-563 Pad foot roller	✓	Triple G Construction 956-800-4176
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:

[illegible]

BIDDER

Executed this: 23rd Day of : January 20. 24

By: NM Contracting, LLC 
BIDDER

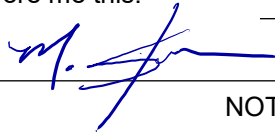
Title: Noel Munoz, Jr - President

NOTARY PUBLIC

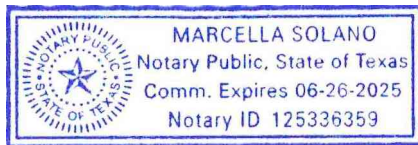
State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 1/23/24



NOTARY PUBLIC



END OF SECTION



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:

Five Million One Hundred Twenty Two Thousand Seven Hundred Twenty and no/
1. _____ 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.



EDINBURG SERVICE CENTER UPGRADES

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:



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.

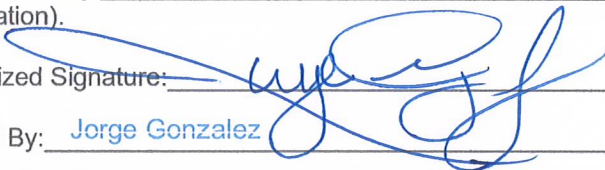
1.7 BID SUPPLEMENTS

- 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 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

004113-3

Gignac & Associates Project No. 22.10

December 13, 2023



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: _____

SureTec Insurance Company

BY: _____

Christopher J. Hughston, Attorney-in-Fact

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:

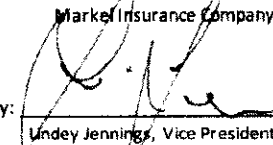
"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which 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

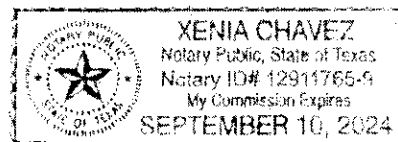


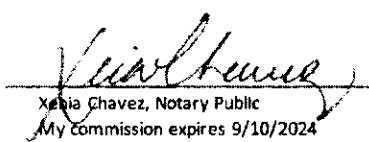
Markel Insurance Company
By: 
Lindsey Jennings, Vice President

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.

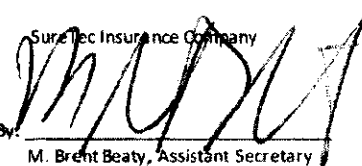
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

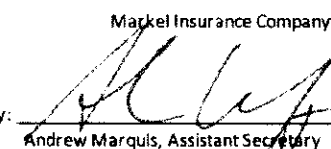


By: 
Xenia Chavez, Notary Public
My Commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby 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] (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



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.

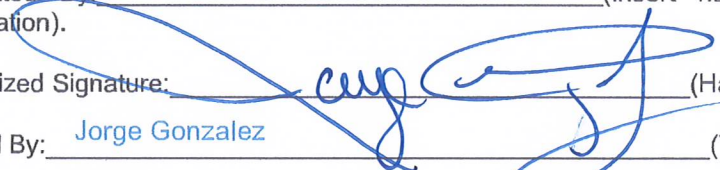
1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 23rd day of January, 2024.

004323-1



EDINBURG SERVICE CENTER UPGRADES

- 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



EDINBURG SERVICE CENTER UPGRADES

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 solicitation 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	Exhaust systems, etc.	450,100.00
26 00 00	Electrical	Electrical general requirements, sleeves, raceways, etc.	370,000.00
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

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.

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.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ 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.

Organization's Authorized Representative
Signature

January 23, 2024
Date

Jorge Gonzalez
Printed Name and Title

NOTARY

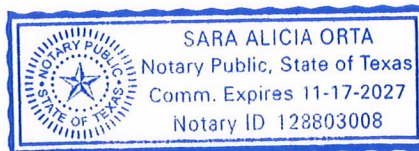
State of: Texas

County of: Hidalgo

Signed and sworn to before me this 23rd day of January 2024

Notary Signature

My commission expires: 11/17/2027



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User Notes:

(1381323575)

Additions and Deletions Report for AIA® Document A305® – 2020

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:41:22 ET on 01/22/2024.

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

...

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ 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

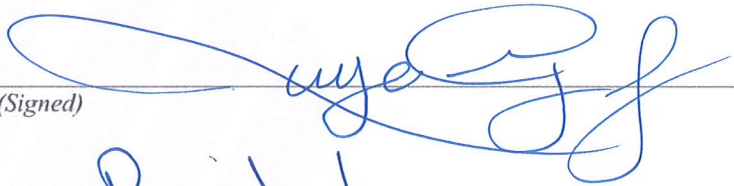
...

My commission expires: 11/17/2027

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)



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.)

§ 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.

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.

.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.

§ 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

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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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

...

\$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

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.

- .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

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit B

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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

...

No

...

No



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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ 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.

§ 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

Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit C

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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

...

(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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User Notes:

(896224848)

Attached is Subcontractors List in bid package

...

Attached is Subcontractors List in bid package

...

\$22,153,023.82

...

\$12,179,575.99

...

\$8,379,668.86

...

See Attached

...

Yes, enclosed in package

...

None

PAGE 3

Yes

...

No

...

Yes

...

See Attachment

...

Hughston Insurance
Brownsville, Texas

...

See Letter to follow

...

See Letter to follow



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				



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	

42-TEXAS

Firm ID:

Firm Name: TRIGEN CONSTRUCTION LLC

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

Page 2 of 2

 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	
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			

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	U	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	U	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	

42-TEXAS

Firm ID: Firm Name: TRIGEN CONSTRUCTION LLC

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	U	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

Page 2 of 2

**TRI-GEN
CONSTRUCTION, L.L.C.**

**FINANCIAL STATEMENTS
AND
REVIEW REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS**

DECEMBER 31, 2022



**TRI-GEN CONSTRUCTION, L.L.C.
FINANCIAL STATEMENTS AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
FOR THE YEAR ENDED DECEMBER 31, 2022**

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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.

A handwritten signature in black ink that reads "Moore, Lyles, McCarty & McGilvray, LLP".

MOORE LYLES MCCARTY & MCGILVRAY, LLP
McAllen, TX
July 12, 2023

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, 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	<u>2,929,018</u>

PROPERTY AND EQUIPMENT

Computer and Office Equipment	68,095
Machinery and Equipment	68,566
Office Furniture	16,361
Vehicles	<u>729,402</u>
	882,424
(Less) Accumulated Depreciation	<u>(414,091)</u>
Total Property and Equipment, Net	<u>468,333</u>

OTHER ASSETS

Refundable Deposits	1,100
Advances to Related Companies	1,189,879
Advances to Members	<u>411,775</u>
Total Other Assets	<u>1,602,754</u>

TOTAL ASSETS	<u>\$ 5,000,105</u>
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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	<u>2,356,613</u>

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	<u>787,007</u>

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	<u>1,778,201</u>

TOTAL LIABILITIES AND MEMBERS' EQUITY

\$ 5,000,105

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	<u>928,009</u>
BALANCE - DECEMBER 31, 2022	<u><u>\$ 1,778,201</u></u>

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	<u>1,706,839</u>

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	<u>700,669</u>

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	<u>(1,317,792)</u>

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 surrendered 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,

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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	<u>372,601</u>
	<u>\$ 1,577,985</u>

As of December 31, 2021, the balance of contracts receivable was \$376,653

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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	<u>356,781</u>
	5,900,834
Less: Billings to date	<u>(6,410,816)</u>
	<u>\$ (509,982)</u>
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	<u>(513,274)</u>
	<u>\$ (509,982)</u>

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

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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 from 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	<u>\$ 895,584</u>

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	<u>\$ 895,584</u>

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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	<u>(14,315,771)</u>
Backlog balance at December 31, 2022	<u>\$ 20,529,098</u>
 Contracts signed between January 1, 2023 and July 12, 2023	 <u>\$ 6,607,650</u>

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)	<u>\$ (78,284)</u>
Net tax (liability)	<u>\$ (78,284)</u>

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:

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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	<u>\$ 1,277,839</u>

The provision (benefit) for income taxes consists of the following components:

Current	\$ 268,346
Deferred	(9,955)
Total	<u>\$ 258,391</u>

NOTE H – TAX EXAMINATIONS

The Company's Federal Income Tax return is subject to examination by the Internal Revenue Service for a period of three years. As of December 31, 2022, the following tax years are subject to examination:

<u>Open years for filed reports</u>	<u>Report to be filed in 2022</u>
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:

<u>Open years for filed reports</u>	<u>Report to be filed in 2022</u>
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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

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%
		<u>\$ 11,394,107</u>	<u>\$ 10,401,194</u>	<u>\$ 992,913</u>	<u>\$ 5,900,834</u>	<u>\$ 5,544,053</u>	<u>\$ 356,781</u>	<u>\$ 6,410,816</u>	<u>\$ 4,857,141</u>	<u>\$ 316,003</u>	<u>\$ 263,424</u>	<u>\$ 52,579</u>	<u>\$ 3,292</u>	<u>\$ 513,274</u>	<u>\$5,584,831</u>	<u>\$ 5,280,629</u>	<u>\$ 304,202</u>	

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



**TRI-GEN CONSTRUCTION, L.L.C.
FINANCIAL STATEMENTS AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
FOR THE YEAR ENDED DECEMBER 31, 2021**

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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
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

<u>ASSETS</u>	
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	<u>1,550,225</u>
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	<u>543,757</u>
OTHER ASSETS	
Refundable Deposits	1,100
Advances to Related Companies	215,244
Total Other Assets	<u>216,344</u>
TOTAL ASSETS	<u><u>\$ 2,310,326</u></u>

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
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TRI-GEN CONSTRUCTION, L.L.C.
STATEMENT OF OPERATIONS
For the Year Ended December 31, 2021

REVENUES

Construction Sales	\$ 3,560,186
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COST OF SALES:

Materials and Other	2,896,083
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Labor	542,994
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Total Cost of Sales	3,439,077
---------------------	-----------

Gross Margin on Sales	121,109
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OPERATING EXPENSES

Accounting	8,650
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Administrative Fees	18,401
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Advertising	3,683
-------------	-------

Auto and Truck	22,220
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Bad Debts	5,700
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Bank Charges	283
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Bid Fees	11,520
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Business Promotion	79,512
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Depreciation	93,482
--------------	--------

Donations	1,350
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Dues and Subscriptions	13,149
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Employee Benefits	54,307
-------------------	--------

Franchise and Other Taxes	31,109
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Insurance	96,039
-----------	--------

Interest	30,117
----------	--------

Meals	29,658
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Miscellaneous	8,069
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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
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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
------------	------------

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	<u>604,558</u>
BALANCE - DECEMBER 31, 2021	<u>\$ 828,022</u>

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 surrendered 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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
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	<u>131,540</u>
	1,689,678
Less: Billings to date	<u>(1,695,839)</u>
	<u>\$ (6,161)</u>
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	<u>(201,507)</u>
	<u>\$ (6,161)</u>

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

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE D – NOTES PAYABLE - Continued

BBVA –

The Company received a loan from 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	<u>517,742</u>
Total	<u>\$ 966,844</u>

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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

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		<u>(3,560,196)</u>
Backlog balance at December 31, 2021		<u>\$ 14,719,822</u>
Contracts signed between January 1, 2022 and August 31, 2022		<u>\$ 6,607,650</u>

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:

<u>Open years for filed reports</u>	<u>Report to be filed in 2021</u>
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.

TRI-GEN CONSTRUCTION, L.L.C
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021

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			FROM INCEPTION TO DECEMBER 31, 2021				BEFORE JANUARY 1, 2021				AT DECEMBER 31, 2021				FOR THE YEAR ENDED DECEMBER 31, 2021			
	TOTAL CONTRACT PRICE	TOTAL ESTIMATED COST	ESTIMATED GROSS PROFIT	TOTAL REVENUE EARNED	TOTAL COST TO DATE	GROSS PROFIT	DATE	ESTIMATED COST TO COMPLETE	PROFIT REVENUE EARNED	PRIOR PERIOD COST TO DATE	PRIOR PERIOD GROSS PROFIT	COST & E.E. INCREASES OF BILLINGS	BILLINGS IN EXCESS OF COSTS	CURRENT REVENUE	CURRENT COST TO DATE	CURRENT YEAR GROSS PROFIT	CURRENT PERIOD	PERCENT COMPLETION	
Wellbaco - Hangars	1,769,500	1,666,183	103,317	700,462	659,954	40,898	7/17/397	1,006,619	-	-	-	-	15,935	700,462	659,954	40,898	40,898	38.5%	
HCHA - Villa Sandoval Phase 2	160,222	148,931	11,291	4,744	4,410	334	11/767	144,521	-	-	-	-	7,023	4,744	4,410	334	334	3.0%	
Weldon - Villa Sandoval	578,458	547,031	32,427	520,778	491,635	29,143	4/55,927	55,396	-	-	-	64,851	-	520,778	491,635	29,143	29,143	89.9%	
Wellbaco - Villa Sandoval #2	2,350,000	2,350,000	499,000	316,003	283,424	52,579	2/86,331	2,236,576	-	-	-	29,672	-	316,003	283,424	52,579	52,579	10.5%	
Webb CISD Nature Center	350,600	350,600	32,750	13,430	12,624	806	9/5,650	316,940	-	-	-	-	82,420	13,430	12,624	806	806	3.8%	
Webb County Constable Pct. 4	643,916	611,166	32,750	125,759	118,641	7,118	24,936	5,913,360	-	-	-	-	-	125,759	118,641	7,118	7,118	0.0%	
Premont High School Remodel	6,400,281	6,038,001	362,280	4,004	3,597	407	16,005	124,434	-	-	-	100,823	-	4,004	3,597	407	407	2.0%	
Lendmark - Brownsville	142,531	128,031	14,500	4,498	4,243	255	87,626	100,017	-	-	-	-	83,128	4,498	4,243	255	255	2.8%	
Bus Yard Security	110,516	104,260	6,256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.1%	
	\$ 13,156,024	\$ 12,073,167	\$ 1,082,857	\$ 1,685,678	\$ 1,558,138	\$ 131,540	\$ 1,685,639	\$ 10,515,029	\$ -	\$ -	\$ -	\$ 195,346	\$ 201,507	\$ 1,685,678	\$ 1,558,138	\$ 131,540	\$ 131,540		



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. 4 th 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 ADDITION
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

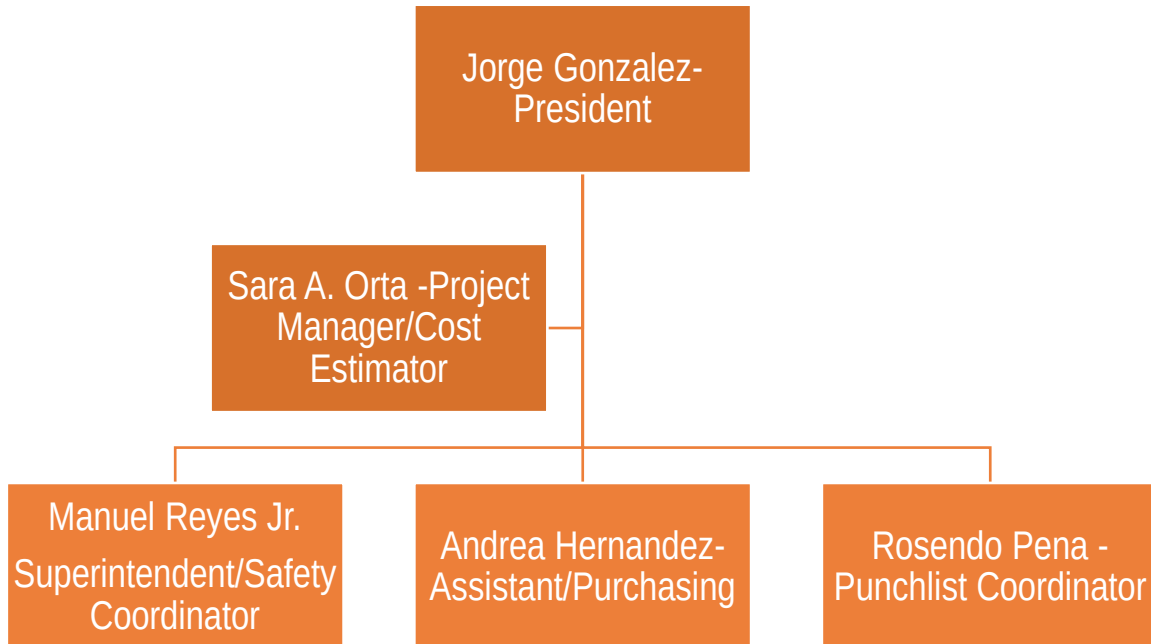
PROJECT:	San Benito Magnolia Garden Housing Apartments
CONTACT:	Jesse A. Miller
CONTACT INFO:	Megamorphosis Architecture and Interior Design 956.428.1779 Phone
CONTRACT AMOUNT:	\$766,000.00
PROJECTS:	8 Unit Apartment Complex for San Benito Housing Authority
ARCHITECT:	Megamorphosis Architecture and Interior 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

1989 – 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 complete 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 of 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

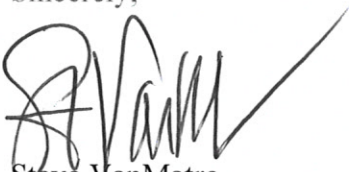
To Whom It May Concern,

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,

A handwritten signature in black ink, appearing to read 'Steve VanMatre', with a large checkmark-like flourish extending from the end of the signature.

Steve VanMatre
Superintendent of Schools



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,

A handwritten signature in blue ink, appearing to read 'SR Láinez', is written over the word 'Respectfully,'.

Sergio R. Láinez, AIA, MBA
Lainez | Architects LLC



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,

A handwritten signature in blue ink, appearing to read "Robert Rodriguez", is written over a horizontal line.

Robert Rodriguez

Senior Vice President | Commercial Relationship Manager

(956) 574-8508



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,

A handwritten signature in black ink, appearing to read "Jesse Santana", written over a large, light grey, stylized signature graphic.

Jesse Santana
Senior Vice President



May 15, 2018

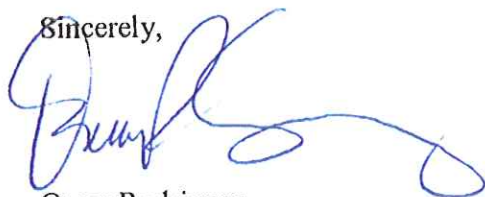
To Whom It May Concern:

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



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,

A handwritten signature in blue ink, appearing to read "Andrew Munoz", is written over the printed name.

Andrew Munoz,
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 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:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

COMPLETION PERCENTAGE:

PROJECTS:

ARCHITECT:

CONTACT:

CONTACT INFO:

St. Pius X Church Renovations

Bishop Daniel E. Flores

St. Pius X Church

600 S. Oklahoma Ave.

Weslaco, TX. 78596

OFFICE: (956)

\$1,900,000.00

95%

St. Pius X Church Renovations

Sergio Lainez

Lainez Architects

1502 Chaparral Harlingen, Texas 78550

OFFICE: (956) 832.3334

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

COMPLETION PERCENTAGE:

City of Edcouch – Community Center

Hugo De La Cruz – City of Edcouch

P: 956-262-2140

\$475,346.00

98%

ARCHITECT:

CONTACT:

CONTACT INFO:

Alvarado Architects

Eli Alvarado

956-464-8258

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

COMPLETION PERCENTAGE:

City of Edcouch – Pool Renovation

Hugo De La Cruz – City of Edcouch

P: 956-262-2140

\$454,830.00

95%

ARCHITECT:

CONTACT:

CONTACT INFO:

Alvarado Architects

Eli Alvarado

956-464-8258





References

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

PROJECTS DETAILS: -

City of Weslaco – Mid Valley Airport Hanger Expansion

Andrew Munoz

956-968-3181

\$1,769,500.00

Civil, Concrete, Asphalt. 2 – Specialty airplane hangers. Bi-Fold Fold up specialty doors, electrical, plumbing, Utilities.

ARCHITECT

CONTACT:

CONTACT INFO:

Boultinghouse Simpson and Gates.

John Gates

956-630-9494

PROJECT:

CONTACT:

CONTACT INFO:

Jim Hogg CISD – Various Projects

Jay Maldonado Jr.

210 W. Lucille, St Hebbbronville, Texas 78361

OFFICE: (361) 527-3203

CONTRACT AMOUNT:

\$1,710,156.00

PROJECTS:

Cafeteria Addition

Childhood Classroom Expansion

Home Concession Stand

ARCHITECT:

CONTACT:

CONTACT INFO:

Juan Homero Sanchez, AIA

Juan Homero Sanchez

6909 Springfield Ave. Suite 105 Laredo, Texas 78041

OFFICE: (956) 723.2939

PROJECT:

CONTACT:

CONTACT INFO:

American Electric Power

City of Weslaco – City Manager

210 W. Lucille, St Hebbbronville, Texas 78361

OFFICE: (361) 527-3203

CONTRACT AMOUNT:

\$649,745.00

COMPLETION PERCENTAGE:

65%

PROJECTS:

New Transmission Shop

ARCHITECT:

CONTACT:

CONTACT INFO:

Sergio Lainez

Lainez Architects

1502 Chaparral Harlingen, Texas 78550

OFFICE: (956) 832.3334





References

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

PROJECT:

CONTACT:

CONTACT INFO:

CONTRACT AMOUNT:

PROJECTS:

ARCHITECT:

CONTACT:

CONTACT INFO:

Weight Training and Storage Facility

Juan Homero Sanchez

6909 Springfield Ave. Suite 105 Laredo, Texas
78041

OFFICE: (956) 723.2939

\$983,291.76

Visitor's Concession Stand

Juan Homero Sanchez

6909 Springfield Ave. Suite 105 Laredo, Texas
78041

OFFICE: (956) 723.2939

\$582,263.55

WEBB CISD – Various Projects

Jeanette Black

619 F Ave. Bruni, Texas 78344

OFFICE: (361) 747-5415

\$2,160,156.00

Teacherage Project

Bruni Cafeteria Renovations

Bruni Library Improvements

Oilton Elementary Cafeteria

Oilton Elementary Drainage Improvements

Juan Homero Sanchez

6909 Springfield Ave. Suite 105 Laredo, Texas
78041

OFFICE: (956) 723.2939



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.

A handwritten signature in blue ink, reading "Humberto Rodriguez".

Humberto Rodriguez, AIA
Principal



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

A handwritten signature in black ink, appearing to read "Juan Homero Sanchez", written over a large, stylized loop.

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 27, 2024

RESOLUTIONS

Agenda Item No: 6.A.

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:

Prepared by:

Nelda Ramirez, Assistant City Manager

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 HTC's 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 27th 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



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



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PROJECT BUDGET EXHIBITS

Project Summary

Summary Sources and Uses

Rent Schedule

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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.	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	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	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%
0	0	0.00000%
	Total	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%



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	\$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	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Max HTC Rent	Tenant Paid Utility Allow.	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	1	618	0			946.00	1.53	-
Market Rate	0	2	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	Income	# Units	% Total	Income Average %
0	-	0.0%	20%	-	0.0%	0.00%
1	113	100.0%	30%	12	10.6%	3.19%
2	-	0.0%	40%	-	0.0%	0.00%
3	-	0.0%	50%	23	20.4%	10.18%
4	-	0.0%	60%	78	69.0%	41.42%
TOTAL	113	100.0%	70%	-	0.0%	0.00%
			80%	-	0.0%	0.00%
			MR	-	0.0%	0.00%
			TOTAL	113	100.0%	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		
Other Electric	T		21.22	29.52		
Conditioning	T		21.88	30.33		
Water 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	
Management Fees:	Percent of Effective Gross Income:	5.00%		\$	43,675
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	
Repairs & Maintenance					
Elevator	\$	9,000			
Exterminating	\$	2,100			
Grounds	\$	21,000			
Make-ready	\$	11,443			
Repairs	\$	18,419			
Pool	\$				
Miscellaneous	Describe:	\$			
Other	Describe:	\$			
Total Repairs & Maintenance:			\$	61,962	
Utilities (Enter project owner expense)					
Electric	\$	14,841			
Natural gas	\$	-			
Garbage/trash	\$	8,382			
Water & sewer	\$	33,454			
Cable TV	\$				
Other, Describe:	\$				
Total Utilities:			\$	56,676	
Annual Property Insurance:			\$1.29 Rate per net rentable square foot:	\$	90,400
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	
Reserve for Replacements:			\$250 /unit Reserves per unit per month:	\$	20.83
Other Expenses:			Describe:	\$	28,250
Supportive service contract fees	\$	15,770			
Compliance fees	\$	4,520			
Security	\$				
Franchise Tax	0.75% Tax Rate	\$	-		
Miscellaneous	\$				
Total Other Expenses			\$	20,290	
TOTAL ANNUAL EXPENSES			Expense per unit: \$	4,670	\$ 527,725
NET OPERATING INCOME (before debt service)					\$ 345,778
ANNUAL DEBT SERVICE			Debt Coverage Ratio:	1.14	\$ 303,173
NET CASH FLOW					\$ 42,605

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
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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
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TOTAL DIRECT HARD COSTS	\$13,905,726	\$0	\$13,865,251
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INDIRECT CONSTRUCTION COSTS⁴

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 FEES⁴

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 Fee)	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)	(87,231)
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





Layer List

- ☐ BASEMAP
- ☐ SUBDIVISIONS - IN REVIEW
- ☐ SUBDIVISIONS - IN CONSTRUCTION
- ☐ SUBDIVISIONS - EXISTING
- ☐ RAILROADS
- ☐ PARKS
- ☐ RGVMPD 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	



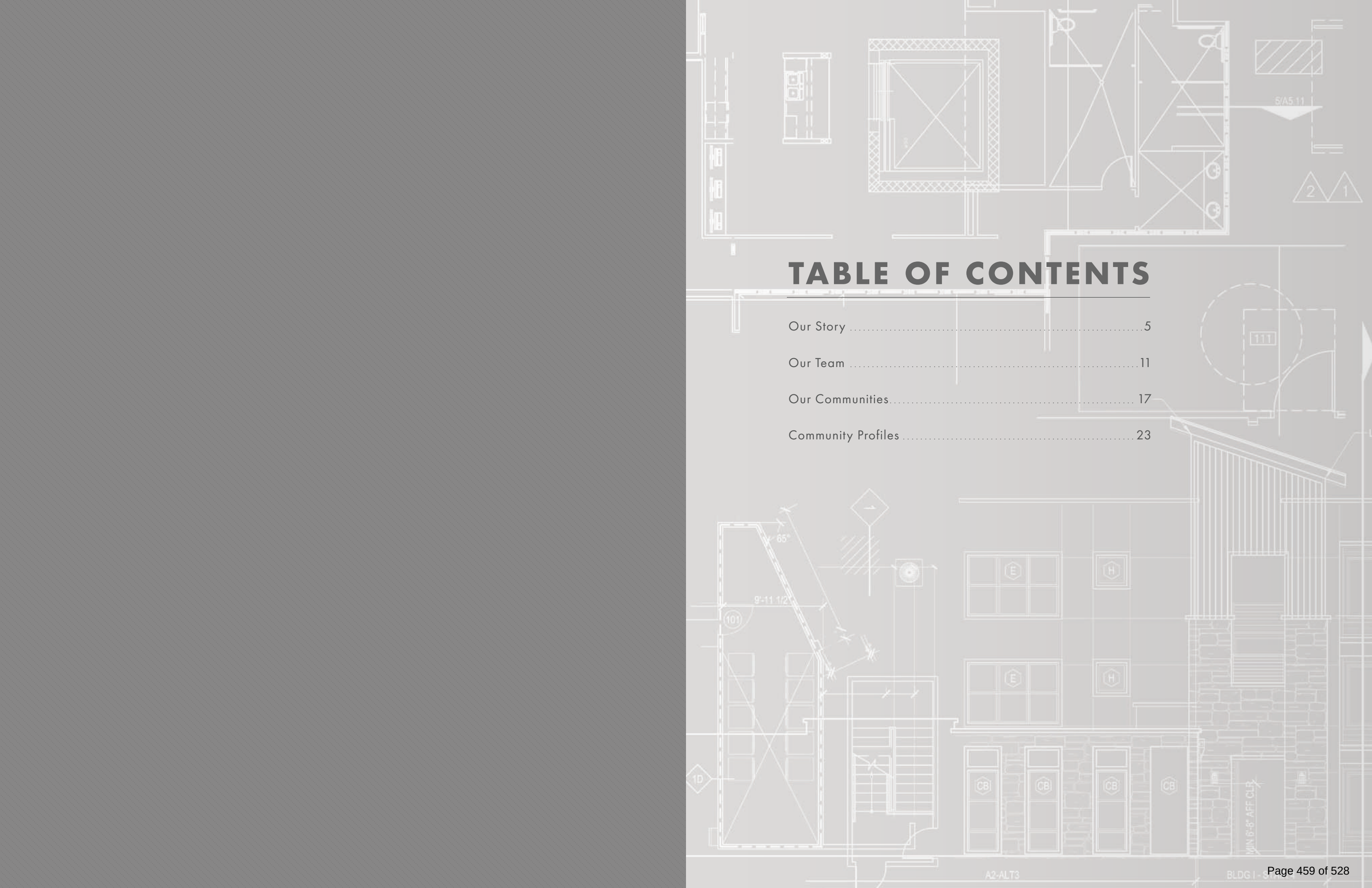
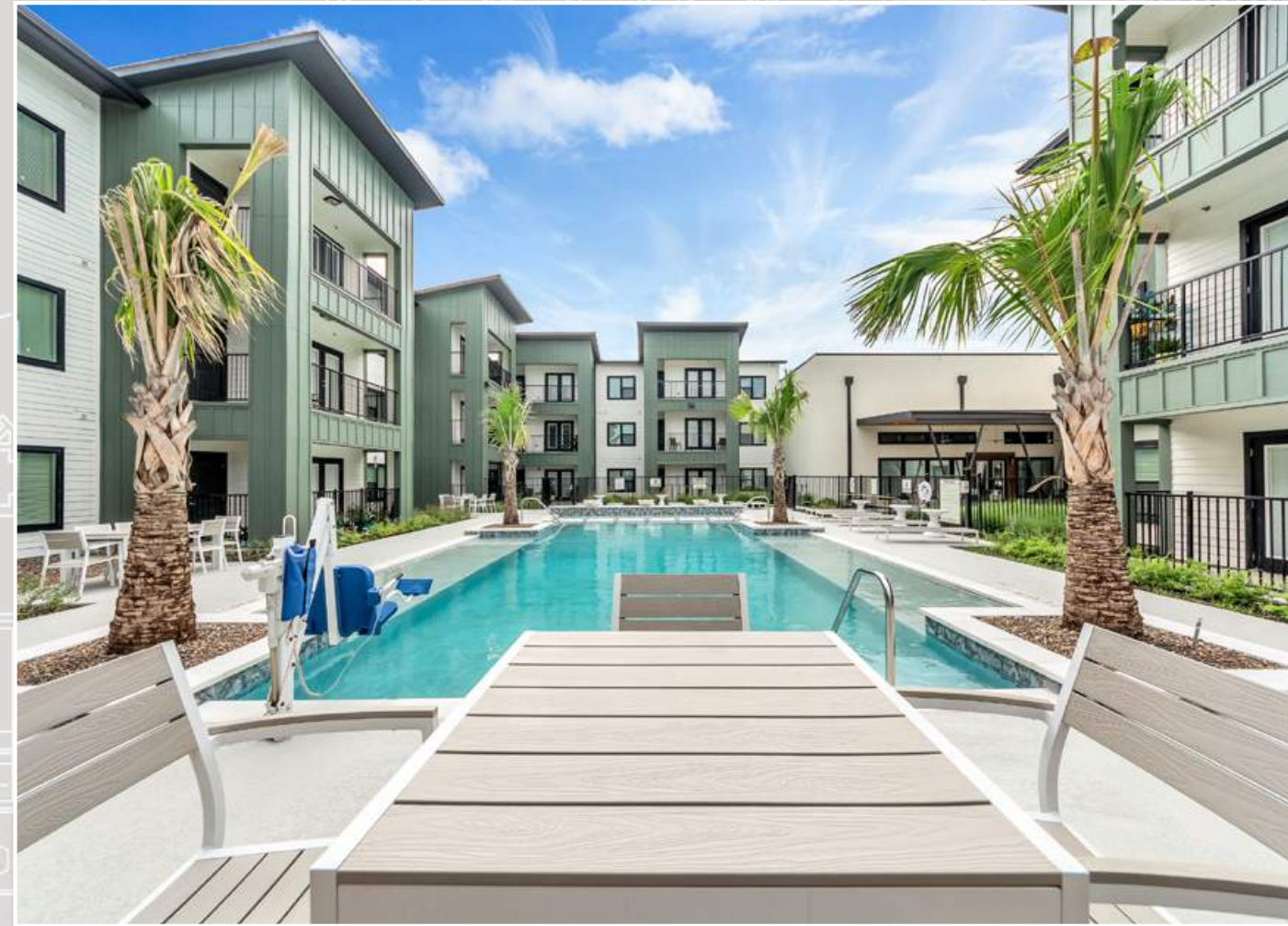


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OUR STORY



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



**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). ■



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. ■



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. ■



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. ■



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 oversees 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. ■



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

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





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

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

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

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

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



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@madhousedevlopment.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@madhousedevlopment.net



AVANTI LEGACY MAGNOLIA

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



AVANTI LEGACY MAGNOLIA

Site Location Map:



Zoning: Commercial General \ Needs to be rezoned to Multi-family use



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: February 27, 2024

RESOLUTIONS

Agenda Item No: 6.B.

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:

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 HTC's 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 27th 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.**



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.

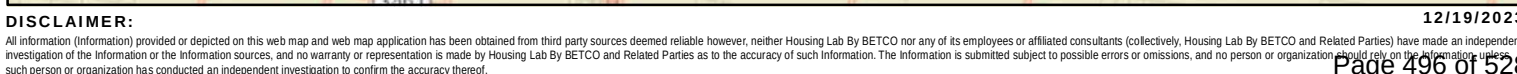
Please see the project cost/sources of equity below:

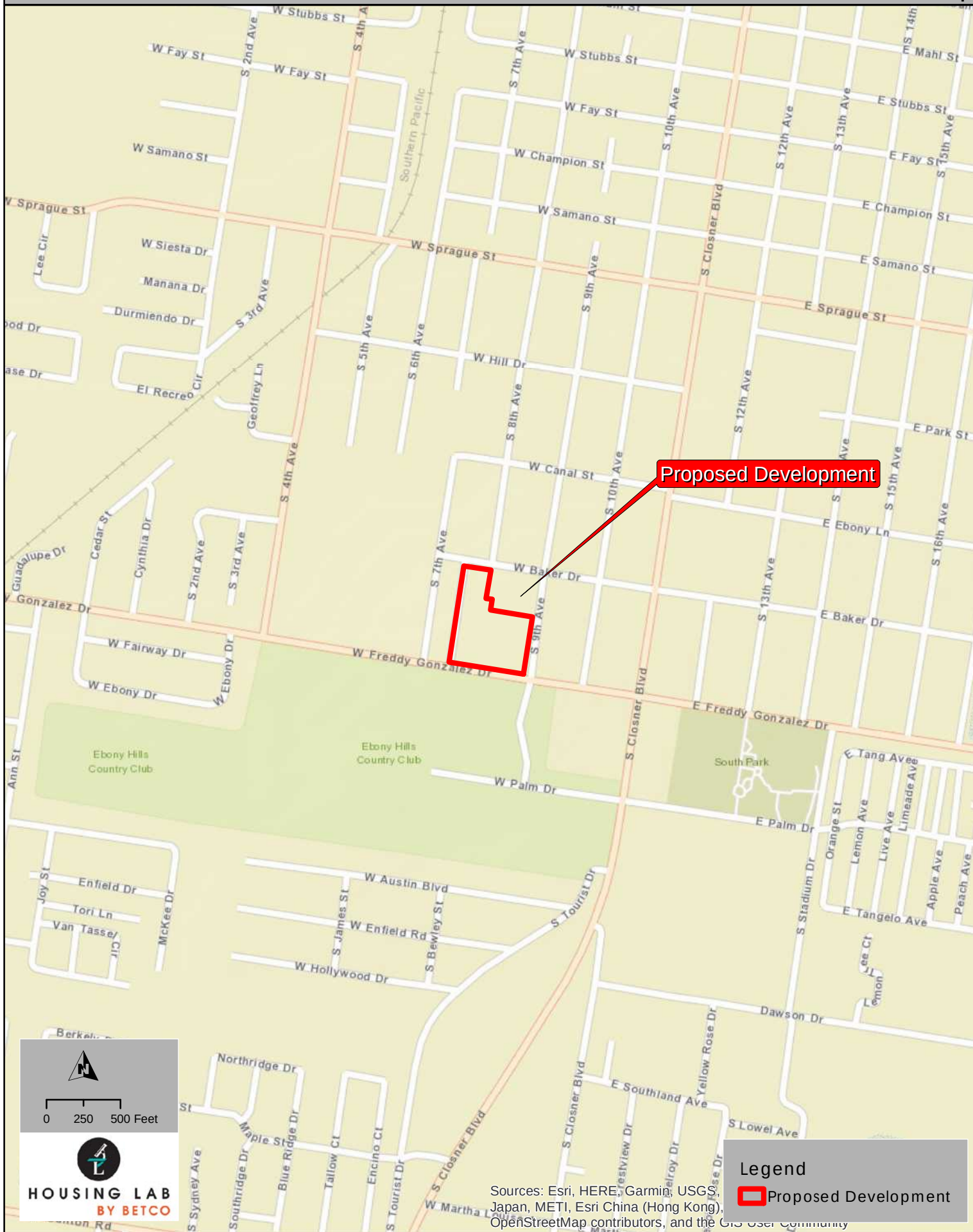
- Total Tax Credit Equity: \$16,798,320
- Construction Loan: \$16,300,000 at 7% interest*
- Perm Loan: \$4,600,000 at 7% interest, with a 40 year term and 40 year amort*
- City of Edinburg Grant - \$500
- Deferred Developer Fee - \$859,180

*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







Edinburg THE CITY OF
ONLINE GIS WEBMAP

333 W Freddy Gonzalez Dr, Ec X

Show search results for 333...

Layer List

- ☐ BASEMAP
- ☐ SUBDIVISIONS - IN REVIEW
- ☐ SUBDIVISIONS - IN CONSTRUCTION
- ☐ SUBDIVISIONS - EXISTING
- ☐ RAILROADS
- ☐ PARKS
- ☐ RGVMPD 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](#)

Source: Esri, USDA FS, etc.

-98.156 26.295 Degrees

600ft

Texas Enterprise Zones

Texas Economic Development & Tourism Office

Layers

2022 Distressed Counties



Texas Enterprise Zone - Defense Base
Development Authorities



Texas Enterprise Zone - 2020 Block Groups
Based on Poverty



Texas Enterprise Zone - 2010 Block Groups
Based on Poverty



2020 Texas Census Blocks



2020 Texas Census Block Groups



2020 Texas Census Tracts



Texas County Boundaries

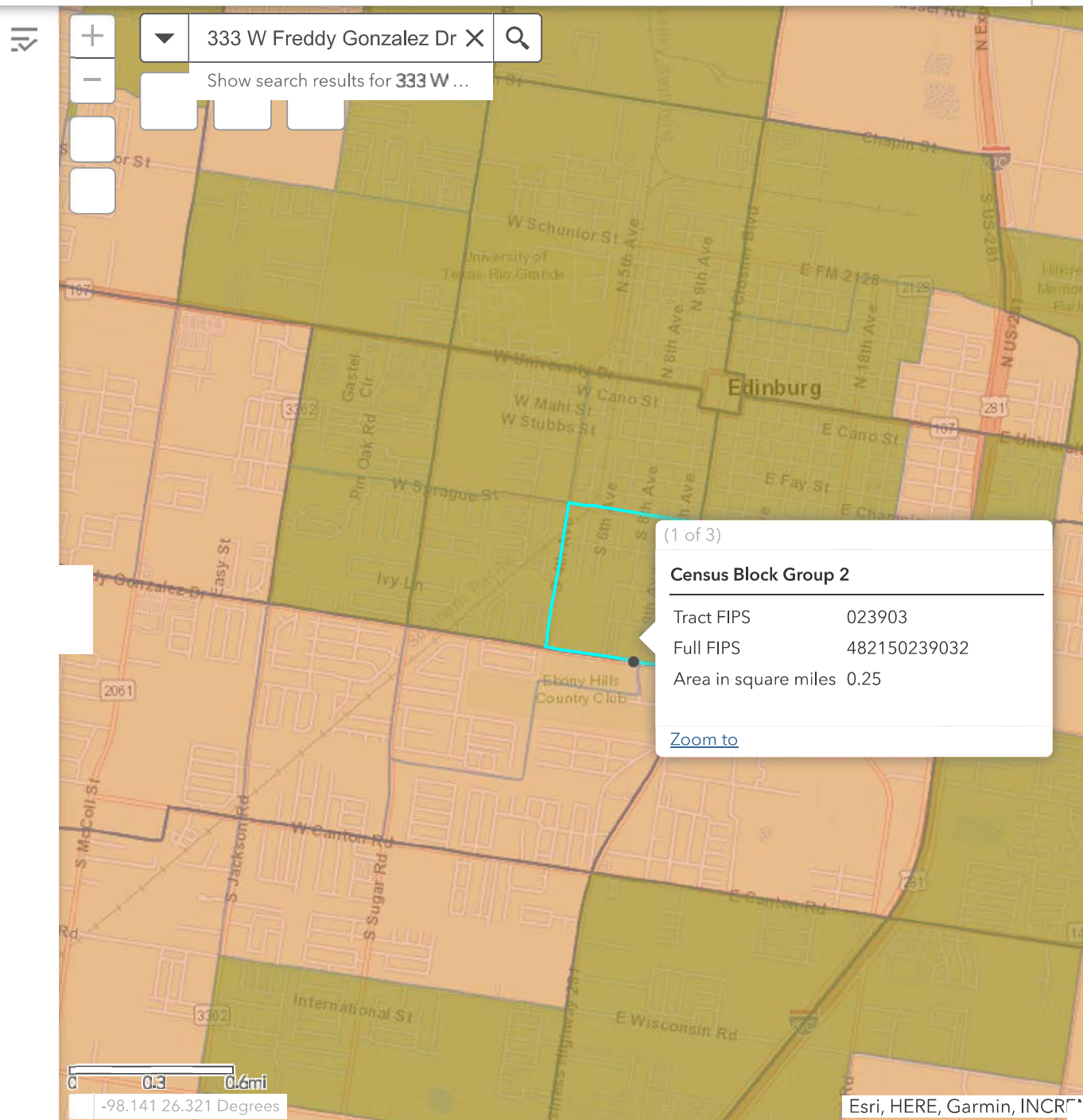


EXHIBIT "A"
Legal Description

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 tract and on the East line of Block 10 and on the West right of way line of 9th Avenue, a 60.0 foot 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 of 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, 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 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 foot 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;

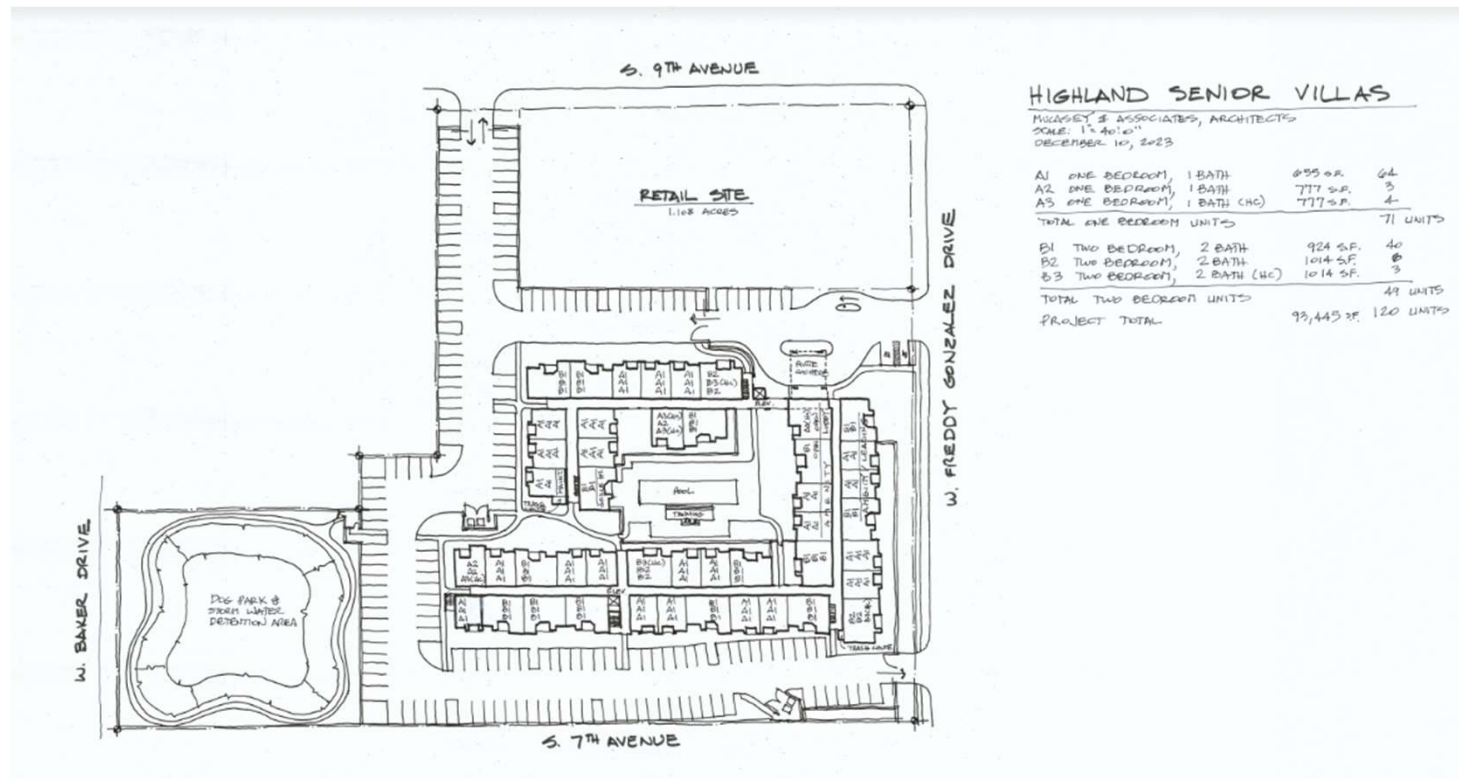
THENCE, North 09 degrees, 05 minutes 00 seconds East a distance of 170.50 feet to a "X" out in concrete found, for the Northwest corner of this tract;

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.weslaco hills.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.

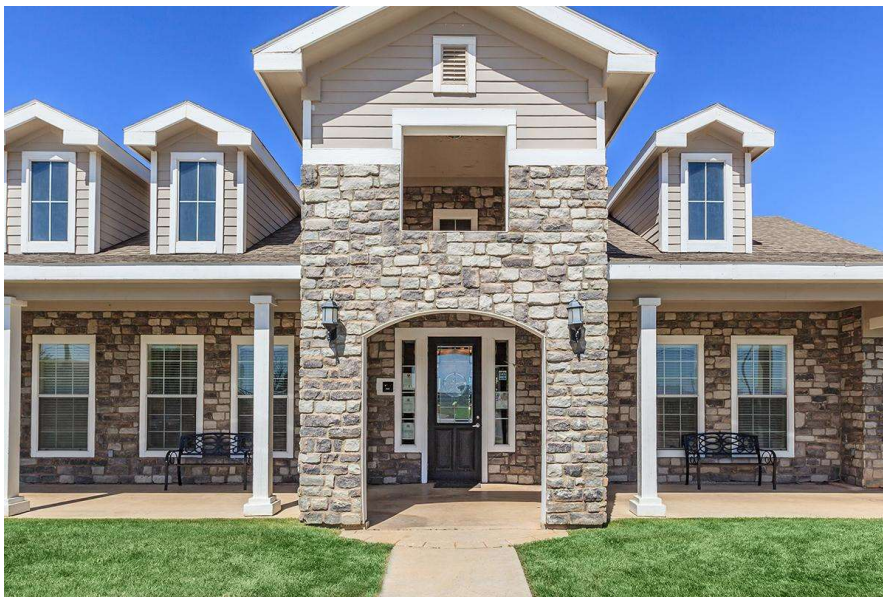


Outdoor Pavilion



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

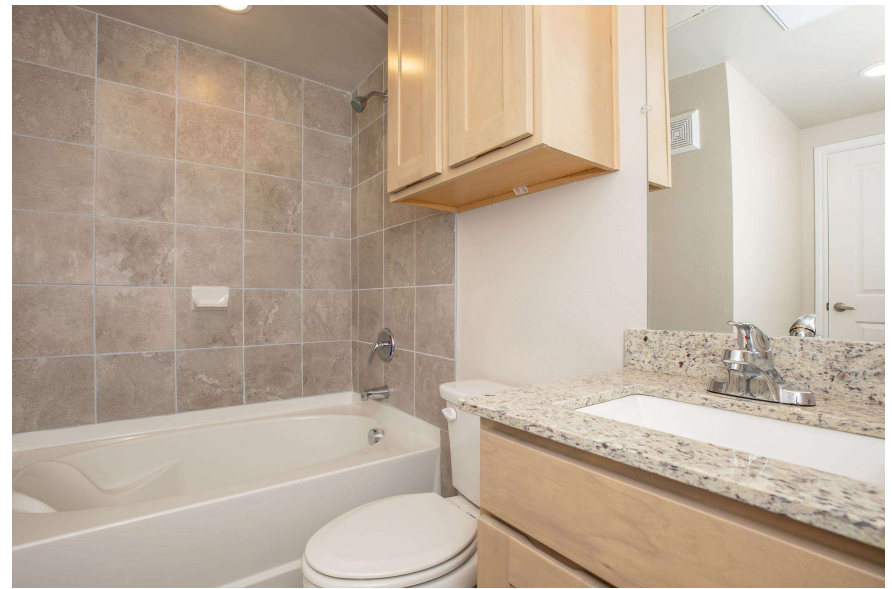


Kitchen/Dining

INTERIOR UNIT EXAMPLES



Kitchen



Bathroom

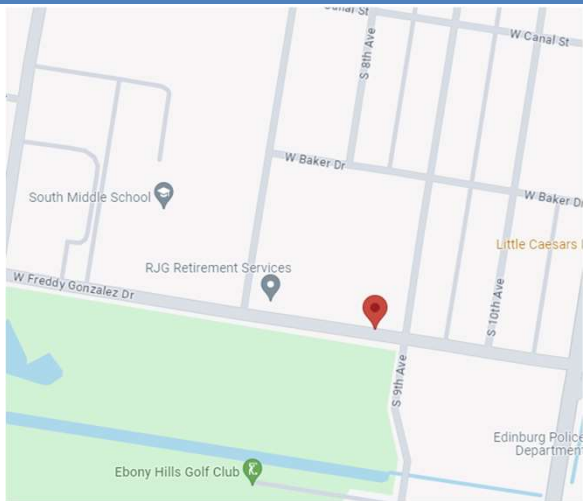
DEVELOPMENT TEAM

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.



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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713-315-1739

Housing Lab by BETCO

Lora Myrick, President

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Housing Lab by BETCO