EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

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

REGULAR MEETING AGENDA
MARCH 5, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. City of Edinburg State of the City Address

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing March 5, 2024, as K9 Officer Rasco Day. [Jaime Ayala, Chief of Police]

B. Presentation of Proclamation Recognizing March 2024 as Art, Music, and Theater in Our Schools Month. [Leticia S. Leija, Director of Library & Cultural Arts]

C. Presentation of Proclamation Recognizing Louie Alamia, 2024 University of Texas Rio Grande Valley Athletics Hall of Fame Inductee. [Clarice Y. Balderas, City Secretary]

D. Presentation of Proclamation Recognizing the City of Edinburg for the TAAF Member City of the Year Award. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lot 16 & 17, Block 1, Cactus-Land Phase II Subdivision, Located at 9201 & 9207 North I-69C, as Requested by Arctic Holdings, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being All of Lot 5, Greenbriar Acres, Located at 826 Greenbriar Drive, as Requested By HNL Group LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agricultural and Open Space (AO) District to Residential Urban and Townhome (RU) District, Being a 10.042 Acre Tract, Being the South ½ of Lot 1 and 2, Block 37, Santa Cruz Gardens Unit Number 2, Located at 301 West Flag Drive, as Requested by Ruben L. Martinez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being Lot 2 and North ½ of Lot 4, Block 1, Cul-Mar-Dee Subdivision, Located at 801 South 3rd Avenue, as Requested by HNL Group LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agricultural and Open Space (AO) District to Commercial, General (CG) District, Being 1.00 Acre out of Lot 2, Block 4, Steele & Pershing Subdivision, Located at 3100 West Trenton Road, as Requested by MVP Partnership LTD. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District, Being 0.18 of One Acre Tract of Land Out of Lot 13, Palo Blanco Subdivision, Located at 3116 Hackberry Lane, as Requested by Benjamin Worsham on Behalf of William & Sylvia Worsham. [Jaime Acevedo, Director of Planning & Zoning]

G. Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2024 Annual Action Plan. [Claudia L. Farias, Interim Director of Grants Administration]

8. ORDINANCES

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "25th Annual Walk and Candlelight Vigil" to be Held on Thursday, April 4, 2024, the walk will begin at 1001 S 10th Ave.,

Edinburg, and will end at the Edinburg City Hall Courtyard, being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street lying between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive, as Requested by Veronica Whitacre, Court Appointed Special Advocates (CASA) of Hidalgo County. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Ordinance Providing for a Temporary Special Use Permit for, "9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk" to be Held on Saturday, April 6, 2024, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno [Jaime Acevedo, Director of Planning and Zoning]

C. Consider Ordinance Providing for a Temporary Special Use Permit for the "Holy Family Catholic Church Annual Spring Festival' to be Held on Saturday, April 27, 2024, from 12:00 p.m. to 10:00 p.m. at the Holy Family Catholic Church, Buena Vista Lots 1 thru 18 Block 11, Located at 1302 East Champion Street, as Requested by Reverend Edgardo Diaz, OFM, Holy Family Catholic Church. [Jaime Acevedo, Director of Planning & Zoning]

D. Consider Ordinance providing for a Temporary Special Use Permit for the "2nd Annual Eddy's Safari Run 5K and 2K" Saturday, March 16, 2024, Located at 1102 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

E. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.062, Transfer of City-Issued Badge to Honorably Retired or Deceased Peace Officer. [Jaime Ayala, Chief of Police]

9. AWARDING OF BIDS

A. Consider Awarding RFP No. 2024-012, Municipal Park Turf Fields Phase II to Hellas Construction, Inc. in an Amount Not to Exceed $2,085,500.00 and Authorize the City Manager to Execute Any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

10. CONTRACTUALS

A. Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 with GDJ Engineering for Environmental Studies for the Transportation Alternatives Set Aside (TASA) Project Freddy Gonzalez Dr. and Closner Blvd. Intersection Improvements (from 9th St to Closner Blvd.) and TASA Freddy Gonzalez Hike and Bike Trail Project (from Closner Blvd. to Raul Longoria Rd.) for an Amount Not to Exceed $68,073.12 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Related Documents Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

B. Consider the Approval of Change Order No. 3 for NM Contracting, LLC for the El Tule - Jose Nieto and Consuelo Alfaro Robledo Center to Reduce Contract Amount by $89,189.66 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

C. Consider Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Edinburg and South Texas College for Continuing Education to Participants of Firefighter Related Trainings. [Omar Garza, Fire Chief].

D. Consider Awarding Project Management Services to the Selected Qualified Firm(s) Per City Capital Project and Authorize the City Manager or Designated Appointee to Negotiate a Professional Services

Contract with Such Firm(s). [Mardoqueo Hinojosa, CFM, P.E., City Engineer]

11. RESOLUTIONS

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security under the Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

D. Consider the Use of Eminent Domain to Condemn Property (Such Property Being 4.00 Acres of Land, Lore or Less, situated in Hidalgo County, Texas, Being Part or Portion of Lot 21, Kelly-Pharr Subdivision of Portions 69 and 70 Hidalgo County, Texas, Map Reference: Volume 3 Pages 133-134, Deed Records, Hidalgo County, Texas, Said 4.00 Acres Being Part or Portion of Land Deeded to J & M ZAMORA, Recorded in Document Number 2006-1563284 and 2006-1563286, Deed Records, Hidalgo County, Texas) and Approving a Resolution Determining a Public Need and Necessity for Acquiring Property and Authorizing the Filing of Eminent Domain Proceedings to Acquire Property. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

12. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, Three Members. [Clarice Y. Balderas, City Secretary]

13. CONSENT AGENDA

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

A. Consider Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $4.10 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst Texas and Execute Any Other Documents Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

B. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor for the Fiscal Year 2023 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the

Governor for the Fiscal Year 2025 Local Border Security Program and to Execute all Grant Documents Relating Thereto [Jaime Ayala, Chief of Police].

14. OTHER BUSINESS

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

15. 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 Unified Development Code Amendments. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

B. Consultation with City Attorney and Possible Action Regarding Agreements for City Events. (§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.

16. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on March 01, 2024 at 8:00 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: March 5, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
K9 Officer Rasco Retirement

1. **Agenda Item:**
Presentation of Proclamation Recognizing March 5, 2024, as K9 Officer Rasco Day. [Jaime Ayala, Chief of Police]

2. **Description:**
K9 Officer Rasco became a member of the Edinburg Police Department K9 Division in 2018. During his six-year tenure, he has served the Edinburg Police Department and collaborated with surrounding local, state, and federal agencies; this includes the Texas Department of Public Safety (DPS), the Federal Bureau of Investigations (FBI), the Drug Enforcement Administration (DEA), Border Patrol, the High Intensity Drug Trafficking Areas (HIDTA), and US Marshals. During his career, K9 Officer Rasco assisted in the seizures of over 3 kilos of meth, 40 kilos of cocaine, and 50 lbs of marijuana, along with multiple seizures of small amounts of narcotics and drug paraphernalia. Most notably, he assisted in the seizure of over $530,000.00 in US currency obtained from illegal narcotic profits. K9 Officer Rasco is also responsible for several felony suspect apprehensions during his routine patrol duties.

Furthermore, he was also part of the Edinburg Police Department SWAT team and participated in several executions of high-risk warrants and apprehensions of dangerous suspects. K9 Officer Rasco has been instrumental in initiatives that aim to keep our community drug-free with his unyielding commitment to his handler, the department, and the community. Due to his age, he will retire from the Edinburg Police Department on February 29, 2024.

Request to recognize March 5, 2024, as K9 Officer Rasco Day for his loyal service to the City, Department, and handler.

3. **Staff's Recommendation:**
Present Proclamation Recognizing March 5, 2024, as K9 Officer Rasco Day.

Reviewed by:
Jaime Ayala, Chief of Police — Approved - 3/1/2024
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Iris Alvarado, Management Services Administrator
Michael Cerda, Assistant Police Chief
Primitivo Rodriguez, Lieutenant

Attachments:
A. K9 Proclamation - Rasco

PROCLAMATION



K9 OFFICER RASCO
EDINBURG POLICE DEPARTMENT

WHEREAS, K9 Officer Rasco is a male Belgian Malinois born on October 30, 2015, in the Netherlands; and,

WHEREAS, K9 Officer Rasco became a member of the Edinburg Police Department K9 Division in 2018; and,

WHEREAS, during his six-year tenure, K9 Officer Rasco has served the Edinburg Police Department and collaborated with surrounding local, state, and federal agencies; this includes the Texas Department of Public Safety (DPS), Federal Bureau of Investigations (FBI), the Drug Enforcement Administration (DEA), Border Patrol, the High Intensity Drug Trafficking Areas (HIDTA), and US Marshals; and,

WHEREAS, during his career, K9 Officer Rasco assisted in the seizures of over 3 kilos of meth, 40 kilos of cocaine, and 50 lbs of marijuana. Along with multiple seizures of small amounts of narcotics and drug paraphernalia. He has also assisted in the seizure of over $530,000.00 in US currency from the profits of illegal narcotics; and,

WHEREAS, K9 Officer Rasco was responsible for several felony suspect apprehensions during his routine patrol duties; and,

WHEREAS, K9 Officer Rasco was a member of the Edinburg Police Department SWAT team and participated in executing high-risk warrants and apprehending dangerous suspects; and,

WHEREAS, K9 Officer Rasco has been instrumental in initiatives that aim to keep our community safe and drug-free with his unyielding commitment to his handlers, the department, and the community; and,

WHEREAS, on February 29, 2024, after six years of service due to his age K9 Officer Rasco retired from the Edinburg Police Department.

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

K9 OFFICER RASCO DAY

and present this proclamation to Rasco's handler City of Edinburg Police Department K9 officer David Santivanez for his years of loyalty and dedicated service to the City of Edinburg.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2024.

CITY OF EDINBURG, TEXAS

By:_____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Youth Art, Music, and Theater in Our Schools Month Proclamation

1. **Agenda Item:**
Presentation of Proclamation Recognizing March 2024 as Art, Music, and Theater in Our Schools Month. [Leticia S. Leija, Director of Library & Cultural Arts]

2. **Description:**
Music in Our Schools Month, Youth Art Month, and Theater in Our Schools Month are nationally recognized programs that emphasize the value of music, art, and theater education for all youth.

Music In Our Schools is sponsored by the National Association for Music Education, Youth Art Month is sponsored in Texas by the Texas Art Education Association (TAEA) and the Council for Art Education, while Theatre in Our Schools is championed by the American Allegiance for Theatre & Education, the Educational Theatre Association, and the International Thespian Society.

These annual celebrations encourage support for quality school art programs and promote art material safety while highlighting Art, Music, and Theatre Education to emphasize the value of these subjects in the development of students' creative potential and their positive effects on building problem-solving and critical thinking skills.

The Library & Cultural Arts Department has continually partnered with the Edinburg Consolidated School District and Vanguard Academy to host an annual Student Art Exhibit on an annual basis and has planned the return of the Missoula Children's Theater in the summer to Edinburg with collaborations between the Rotary Club of Edinburg and the Edinburg Arts Foundation. Expansion of the arts program for youth, and created family music classes for youth-parent artistic experiences.

The Edinburg City Council would like to recognize the importance of youth art education and self-expression programs in the City of Edinburg.

3. **Staff's Recommendation:**
Present Proclamation Recognizing March 2024 as Art, Music, and Theater in Our Schools Month.

Reviewed by:
Leticia Leija, Director of Library and Cultural Arts

Prepared by:
Magdiel Castle, Assistant Director of Cultural Arts

Attachments:
A. Youth Art Month Proclamation 2024

PROCLAMATION



YOUTH ART MONTH
MARCH 2024

WHEREAS, Youth Art Month, Theatre in Our Schools Month, Dance in Our Schools Month, and Music in Our Schools Month are annual celebrations endorsed by various national art organizations to underscore the value of arts educations; and,

WHEREAS, the City of Edinburg, known as a leader in Arts & Culture in the Rio Grande Valley, continually supports student art programs in various disciplines through performances, workshops, and cultural events; and,

WHEREAS, arts education cultivates students' creative potential, enhances problem-solving skills, and deepens understanding of multicultural values, thereby boosting self-confidence and empathy; and,

WHEREAS, the Dustin Michael Sekula Memorial Library in partnership with the Edinburg Consolidated Independent School District's Fine Arts Department and Vanguard Academy Art Department hosts the Edinburg Youth Art Month Exhibit, open to the public from March 8th to April 5th; and,

WHEREAS, the City of Edinburg Cultural Arts Division with support from the Edinburg Rotary Club will host the Missoula Children's Theatre camp in July 2024, aimed at reigniting community youth theatre in Edinburg; and,

WHEREAS, the City of Edinburg, along with the city's Conceptos Dance Ensemble, recently hosted the RGV Dance Festival for local high school dance ensembles, including workshops and adjudication by international master teachers; and,

WHEREAS, the City of Edinburg Cultural Arts Division, through the Arts for EveryBody initiative, hosts art classes and workshops, music classes, and community theatre classes, and creates public art opportunities to harness the power of the arts to provide unity and increase wellness within our community; and,

WHEREAS, the City of Edinburg joins national efforts to spotlight the importance of arts education and supports teachers and artists in promoting arts education in schools and communities; and,

WHEREAS, the City of Edinburg encourages community participation in the rich cultural experiences offered at venues like the Edinburg Municipal Auditorium and the soon-to-be-open Arts, Culture, and Events Center; and,

WHEREAS, the City Council welcomes artists and creatives to the City of Edinburg, an Art Friendly City, and invites residents to visit the ECISD and Vanguard student art exhibits at the Dustin M. Sekula Memorial Library and engage in all upcoming arts programming.

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

YOUTH ART MONTH
MARACH 2024

and call upon the residents of Edinburg to join me in recognizing all those associated with making this endeavor possible and urge all citizens to heighten their awareness of the significance and importance of art education, art appreciation, and multicultural understanding within our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.

1. **Agenda Item:**
Presentation of Proclamation Recognizing Louie Alamia, 2024 University of Texas Rio Grande Valley Athletics Hall of Fame Inductee. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Louie Alamia through his athletic gift and determination tied-up his baseball career in his senior year as the record holder in hits (267) and at-bats (762) and tied for first in triples (13) the only Freshman All-American, two-time All-Independent First Team and two-time All-Independent Second Team, Independent Player of the week, ranks third in program history in career runs scored (149), tied for third in doubles (40), fifth in games played (201), ninth in hitting, (.350), and tied for ninth in RBI (100), and walks (97), tied for fifth in program history in single-season triples.

Always pushing to perform at the highest level, in 2024, Mr. Alamia will be inducted into the University of Texas Rio Grande Valley Athletics Hall of Fame on March 23, 2024.

The Edinburg City Council would like to recognize University of Texas Rio Grande Valley Athletics Hall of Fame inductee Louie Alamia for his handwork and dedication to his athletic gift.

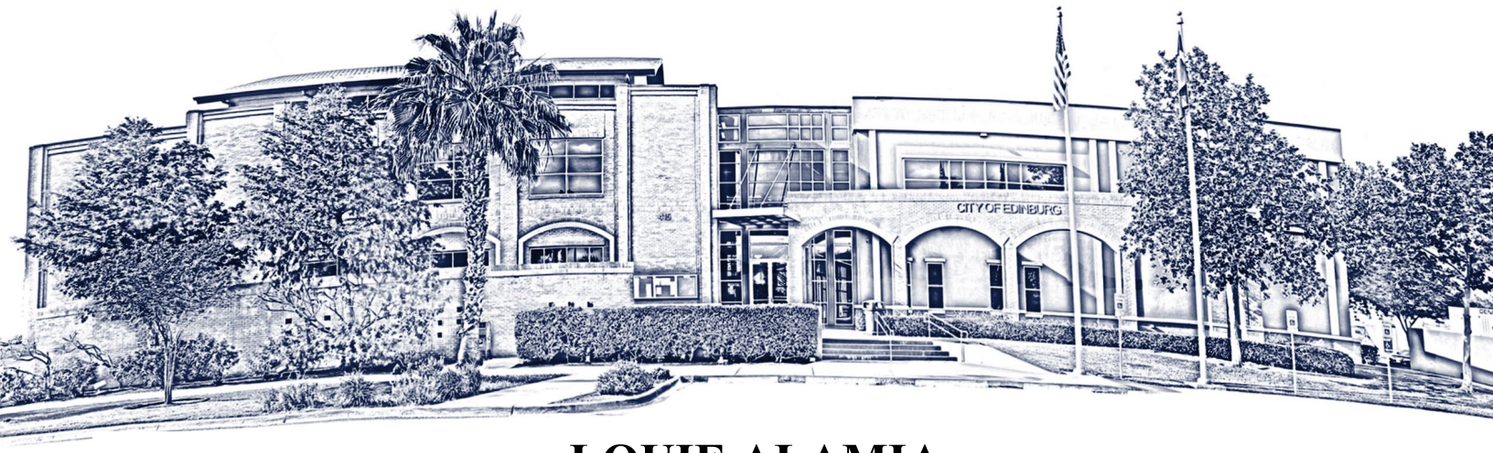
3. **Staff's Recommendation:**
Present Proclamation Recognizing Louie Alamia, 2024 University of Texas Rio Grande Valley Athletics Hall of Fame Inductee.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. LOUIE ALAMIA

PROCLAMATION



LOUIE ALAMIA
UNIVERSITY OF TEXAS RIO GRANDE VALLEY
2024 ATHLETICS HALL OF FAME INDUCTEE

WHEREAS, on August 2, 1983, Louie Alamia was born to Luis and Marcy Alamia; and,

WHEREAS, Louie Alamia attended St. Joseph Catholic School, Edinburg Memorial Middle School and graduated from Edinburg North High School where he excelled as a student athlete, upon graduating from high school, Mr. Alamia attended the University of Texas-Pan American where he distinguished himself as an outfielder for the Broncs Baseball Team; and,

WHEREAS, in 2003, Mr. Alamia was recognized as the first Freshman All-American at UTPA, he was honored by Collegiate Baseball campaign, and received second team All-Independent honors. He recorded a single-season battling average of .382, ranking ninth on the all-time list, he went on a 22-game hitting streak tying the career record set in 1975; he scored three runs on two occasions against Iona and Texas A&M-Kingsville; he recorded five hits against Oral Roberts, just shy of the single-game record of seven; he drove in four runs against Texas-San Antonio, reached base safely in 32 consecutive games, and 45 of the 50 games in which he played; and,

WHEREAS, Mr. Alamia played in the Texas Collegiate League during the summer for the McKinney Marshals, helping them capture the Tris Speaker Divisional Championship finishing second on the summer squad in hitting with a .317 batting average; collecting 51 hits in 161 at-bats; a team high 12 doubles; 10 stolen basis; and 38 runs scored. Landing him a starting spot on the Grey Team of the TCL All-Star Games and knocked home the game winning run in that game; being selected as one of the top 52 prospects to play in the Texas Collegiate League Future games; and,

WHEREAS, in 2004 Mr. Alamia started in 49 games finishing third on the team with a batting average of .324; reaching base safely in 59 consecutive games dating back to the previous season; he had 59 hits on the season including six doubles; he led the team with 5 triples; 4 home run and 28 runs batted. He was cited as an All-Independent second team selection with multiple hits in 14 contests, including his season high four hits against Oral Roberts; a pair of home runs at Dallas Baptist; he recorded a career-best two doubles against Lamar; went on 21 game hitting streak; seven of the 21 games were multiple hit games; he had five triples ranking fourth in the single-season in the UTPA record books; and,

WHEREAS, with his athletic gift and his determination Mr. Alamia tied up his baseball career his senior year as the record holder in hits (267) and at-bats (762) and tied for first in triples (13) the only Freshman All-American, two-time All-Independent First Team and two-time All-Independent Second Team, Independent Player of the week, ranks third in program history in career runs scored (149), tied for third in doubles (40), fifth in games played (201), ninth in hitting, (.350), and tied for ninth in RBI (100), and walks (97), tied for fifth in program history in single-season triples; and,

WHEREAS, always pushing to perform at the highest level, in 2024 Louie was inducted into the University of Texas Rio Grande Valley Athletics Hall of Fame**.**

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

LOUIE ALAMIA

for all of his achievements and being inducted into the University of Texas Rio Grande Valley Athletics Hall of Fame.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.D.

1. **Agenda Item:**
Presentation of Proclamation Recognizing the City of Edinburg for the TAAF Member City of the Year Award. [Clarice Y. Balderas, City Secretary]

2. **Description:**
TAAF (Texas Amateur Athletic Federation), is a nonprofit organization representing amateur athletes throughout the State of Texas since 1938. Supporting TAAF in team and individual athlete registrations, the City of Edinburg produces the highest number of municipal participation in the entire state of Texas. For the first time in 85 years, the City of Edinburg has been awarded the Member City Award of the year.

The Edinburg City Council would like to recognize the City of Edinburg, Javier Garza, Parks and Recreation Director and the Edinburg Parks and Recreation Department.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Edinburg Parks and Recreation Department for the TAAF Member City of the Year Award.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. 2023 TAAF

PROCLAMATION



CITY OF EDINBURG
2023 TAAF MEMBER CITY OF THE YEAR

WHEREAS, the City of Edinburg has been associated with TAAF (Texas Amateur Athletic Federation), a nonprofit organization representing amateur athletes throughout the State of Texas since 1938; and,

WHEREAS, staff members have supported TAAF in the position of liaisons to the TAAF Summer Games of Texas as well as attending all meetings with TAAF; and,

WHEREAS, the City of Edinburg has hosted regional qualifying meets for Region 2 including the 2016/2017 Summer Games of Texas Swim Meet; and,

WHEREAS, supporting TAAF in team and individual athlete registrations the City of Edinburg produces the highest number of municipal participation in the entire state of Texas; and,

WHEREAS, in 2012 and 2014 the City of Edinburg was awarded the TAAF Bronze Member City Award; and,

WHEREAS, in 2013 and 2018 the City of Edinburg was awarded the TAAF Silver Member City Award; and,

WHEREAS, in 2015, 2016, and 2017 the City of Edinburg was awarded the TAAF Gold Member City Award in addition to earning the 2016 TAAF Appreciation Award; and,

WHEREAS, in 2019, 2022, and 2023 the City of Edinburg was awarded the TAAF Platinum Member City Award; and,

WHEREAS, for the first time in 85 years the City of Edinburg has been awarded the Member City Award of the year and TAAF also recognized the City of Edinburg for their outstanding registration support with the largest total of qualifying teams and individual participations.

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

CITY OF EDINBURG
2023 TAAF MEMBER CITY OF THE YEAR

and Javier Garza, Parks and Recreation Director and the Parks and Recreation Department for promoting the development of physical education and encouraging the standardization of rules of all amateur athletics, games and competitions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of March, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.A.
Cactus-Land Phase II Subdivision

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lot 16 & 17, Block 1, Cactus-Land Phase II Subdivision, Located at 9201 & 9207 North I-69C, as Requested by Arctic Holdings, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the west side of North I-69C, approximately 2,090.30 feet north of West FM 2812. The property has 269.29 ft. of frontage on North I-69C and a depth of 304.83 ft. for a total area of 72,709 square feet. The lot is currently vacant. The requested zoning designation is the primary commercial district and accommodates a wide range of commercial uses. The proposed use is for an equipment sales office development at this location.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to the west, Industrial, General (IG) District to the south, Commercial, General (CG) District to the north and Agricultural and Open Space (AO) District to the east. The future land use designation is for Auto Urban uses at this location.

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

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

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

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 3/1/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. CC Agenda Packet Attachments
B. Ordinance - Artic Holdings RP to CG

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/2024
CITY COUNCIL –03/05/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

APPLICANT: Arctic Holdings, LLC

AGENT: Not Applicable

LEGAL: Lot 16 & 17, Block 1, Cactus-Land Phase II Subdivision

LOCATION: 9201 & 9207 North I-69C

LOT/TRACT SIZE: 72,709 square feet

CURRENT USE: Vacant

PROPOSED USE: Equipment sales office

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Industrial, General (IG) District
East – Agricultural & Open Space (AO) District
West – Residential, Primary (RP) District

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

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

REZONING REQUEST
ARCTIC HOLDINGS, LLC.

EVALUATION

The following is staff's evaluation of the request.

1. Adjacent land uses consist of a mixture of commercial business and single family uses.

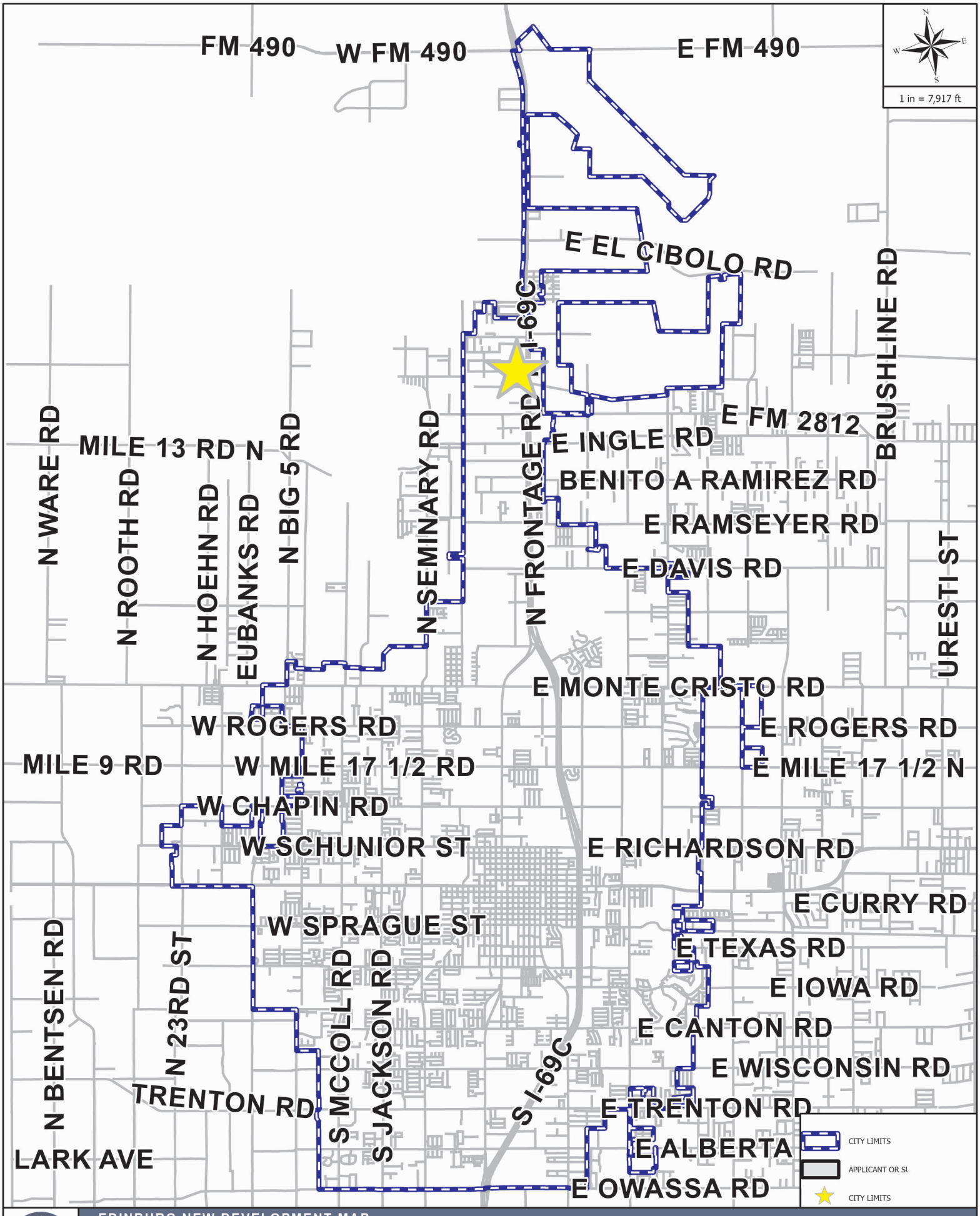
2. The proposed zoning and land use are consistent with the adjacent land uses and character of the neighborhood.

3. The subject property is along North I-69C which leads to more commercial uses.

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

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

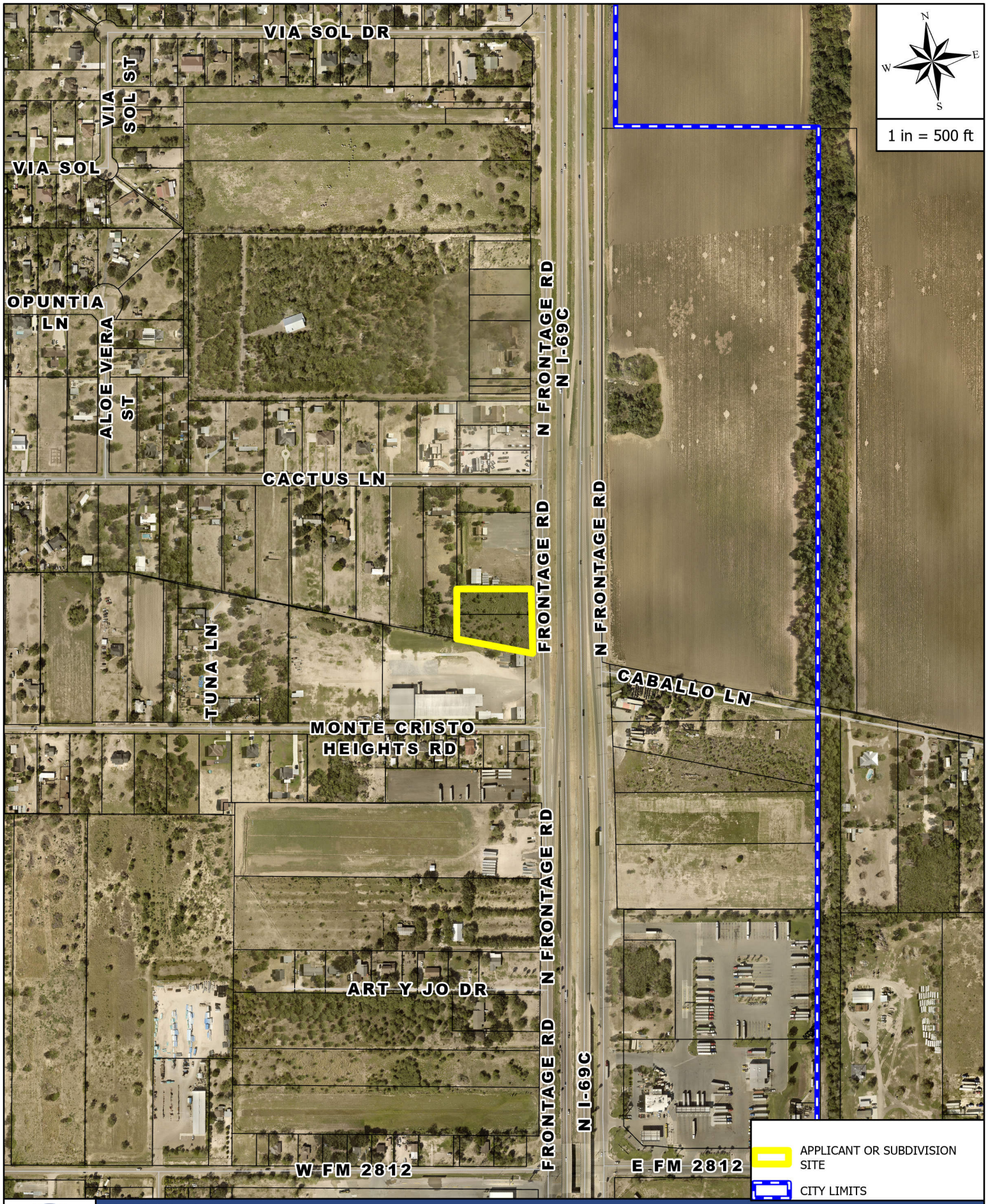
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

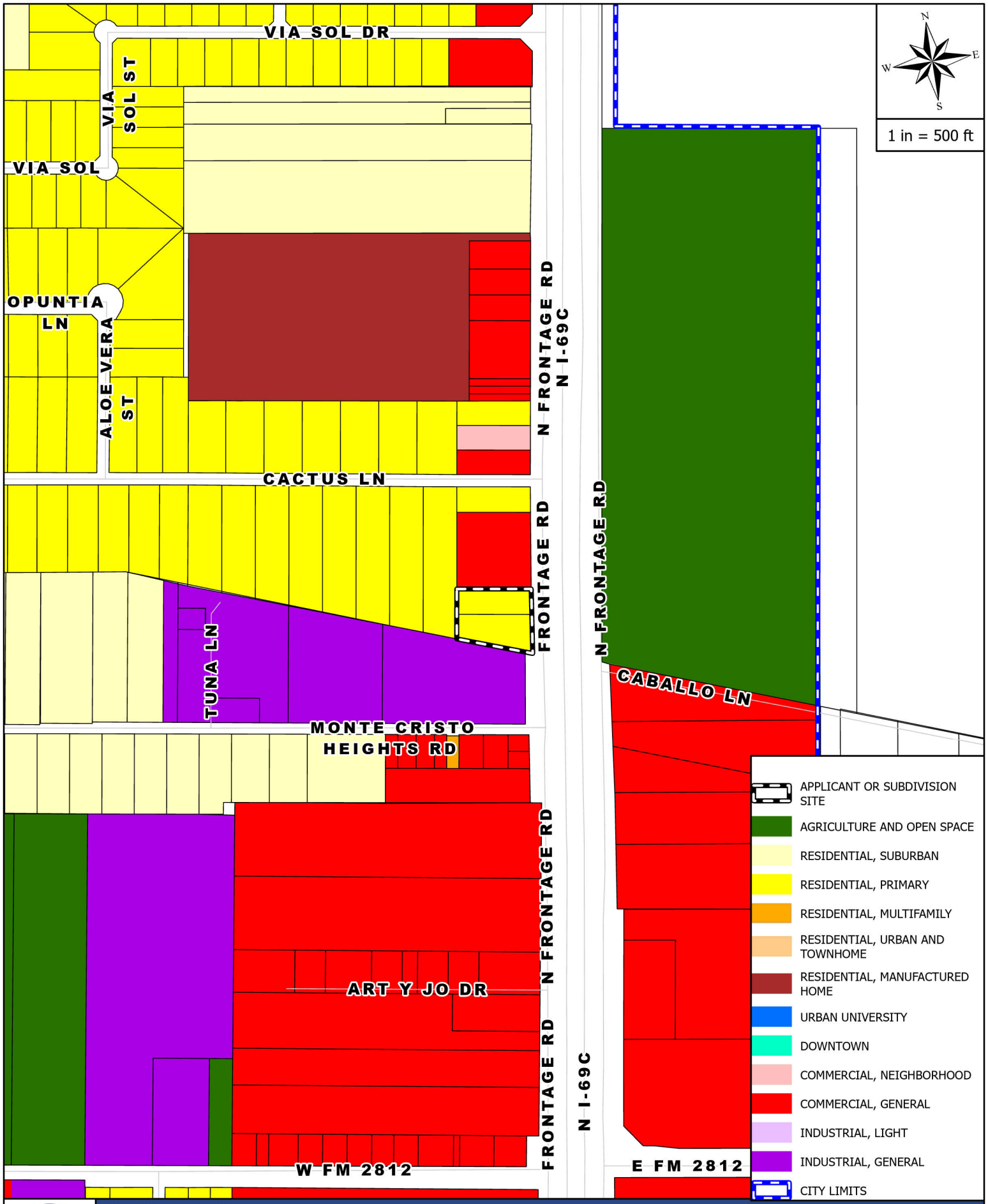
RZNE-2023-0177 ARTIC HOLDINGS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

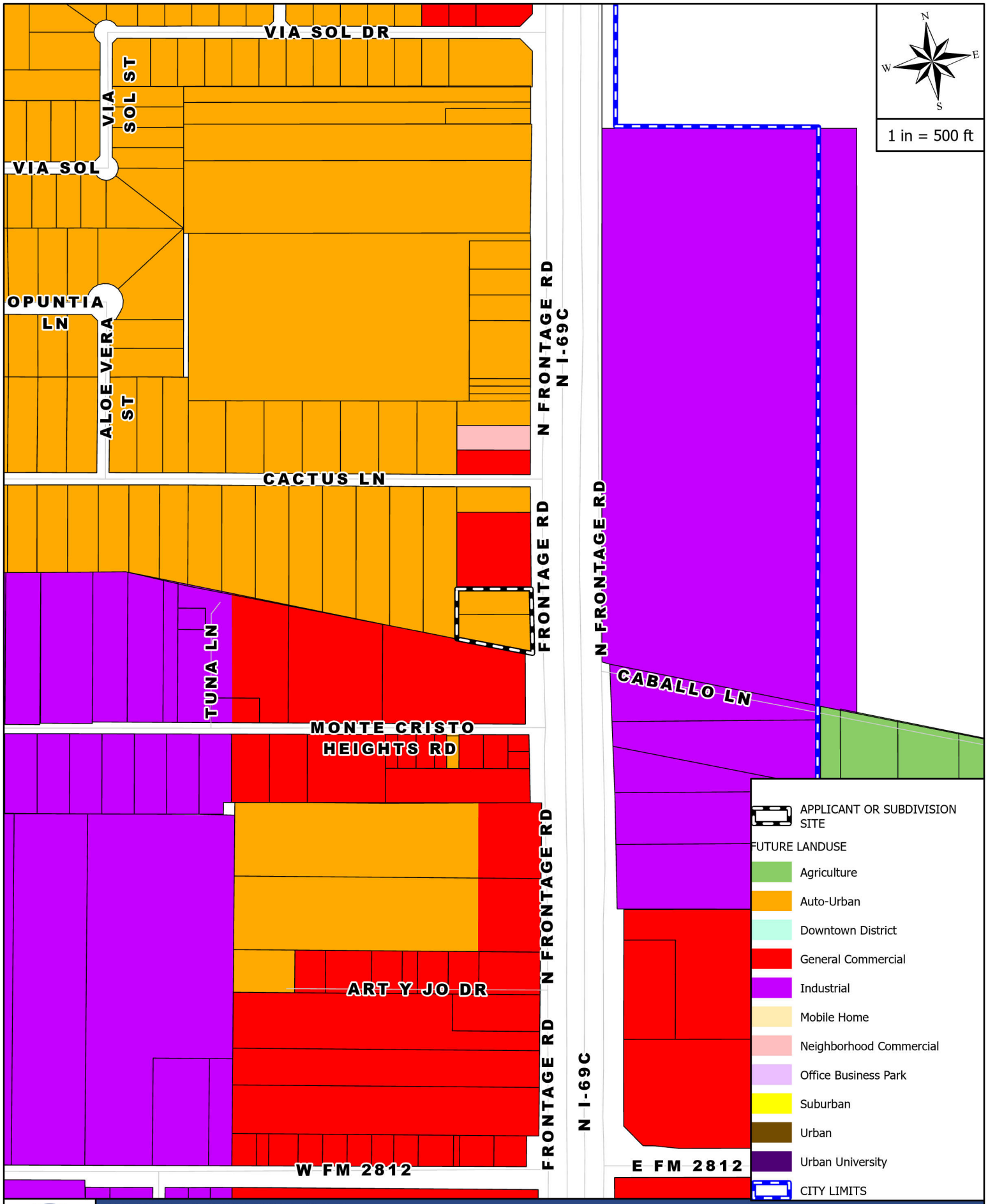
RZNE-2023-0177 ARTIC HOLDINGS



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

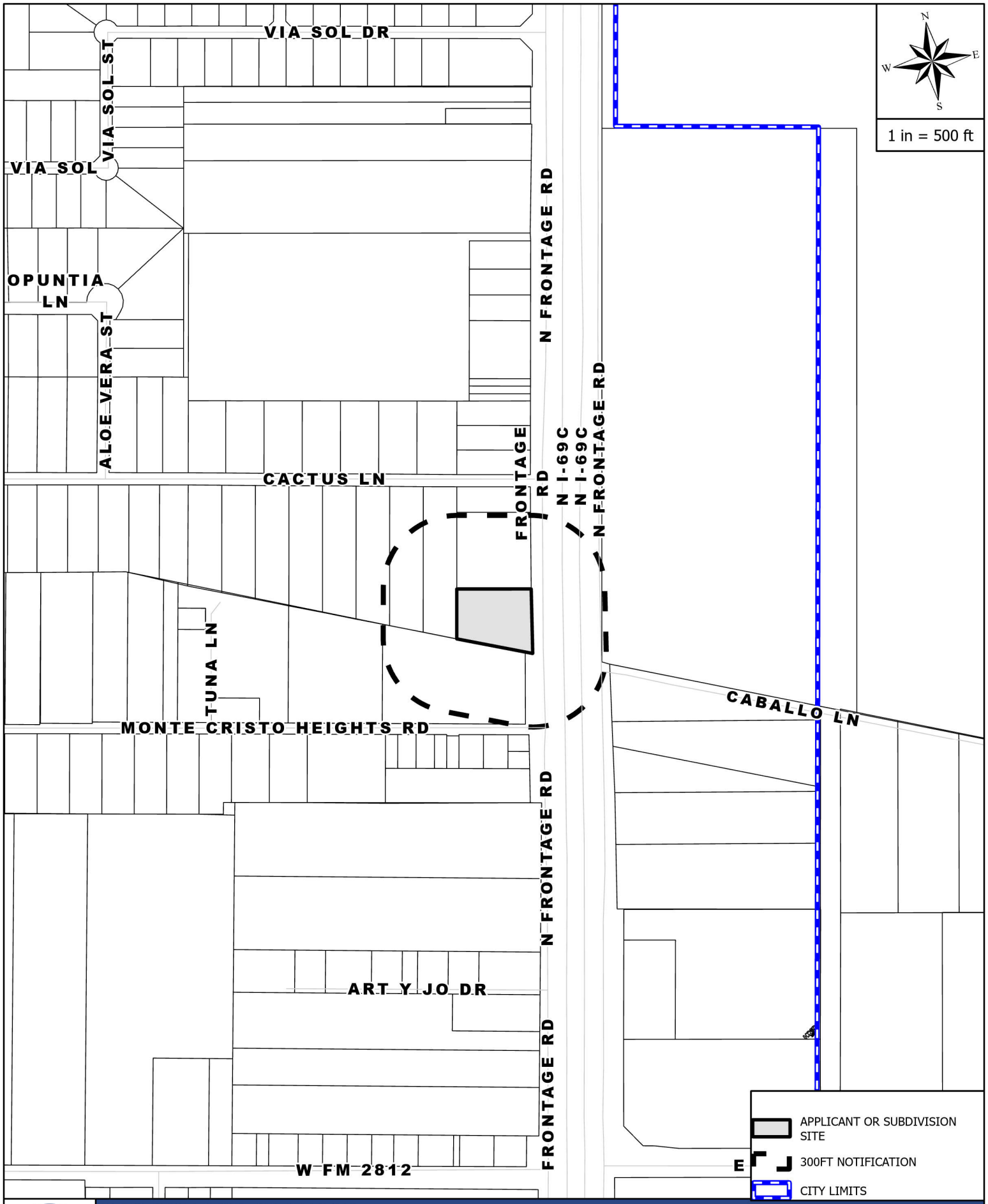
RZNE-2023-0177 ARTIC HOLDINGS



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0177 ARTIC HOLDINGS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0177 ARTIC HOLDINGS

Rezoning Request Site Photo

ARCTIC HOLDINGS, LLC.

9201 & 9207 N. I-69C



VOL. 28 PG. 35B

OWNER - ROBERT JINKS
ADDRESS - 507 NOLANA
MCALLEN, TEXAS 78501

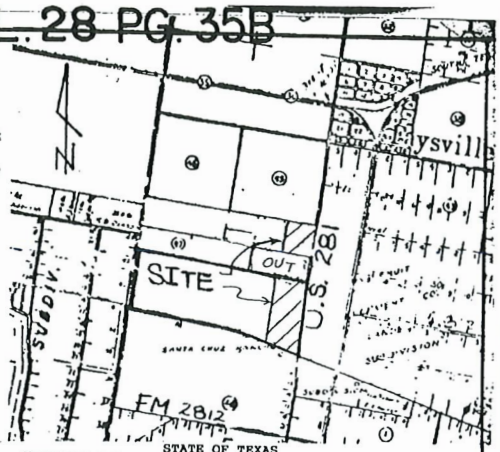
APPROVED FOR RECORDING BY COMMISSIONERS' COURT
This the 22nd day of Dec 1992
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By ..... Deputy

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY: ...
DATE: 12-22-92

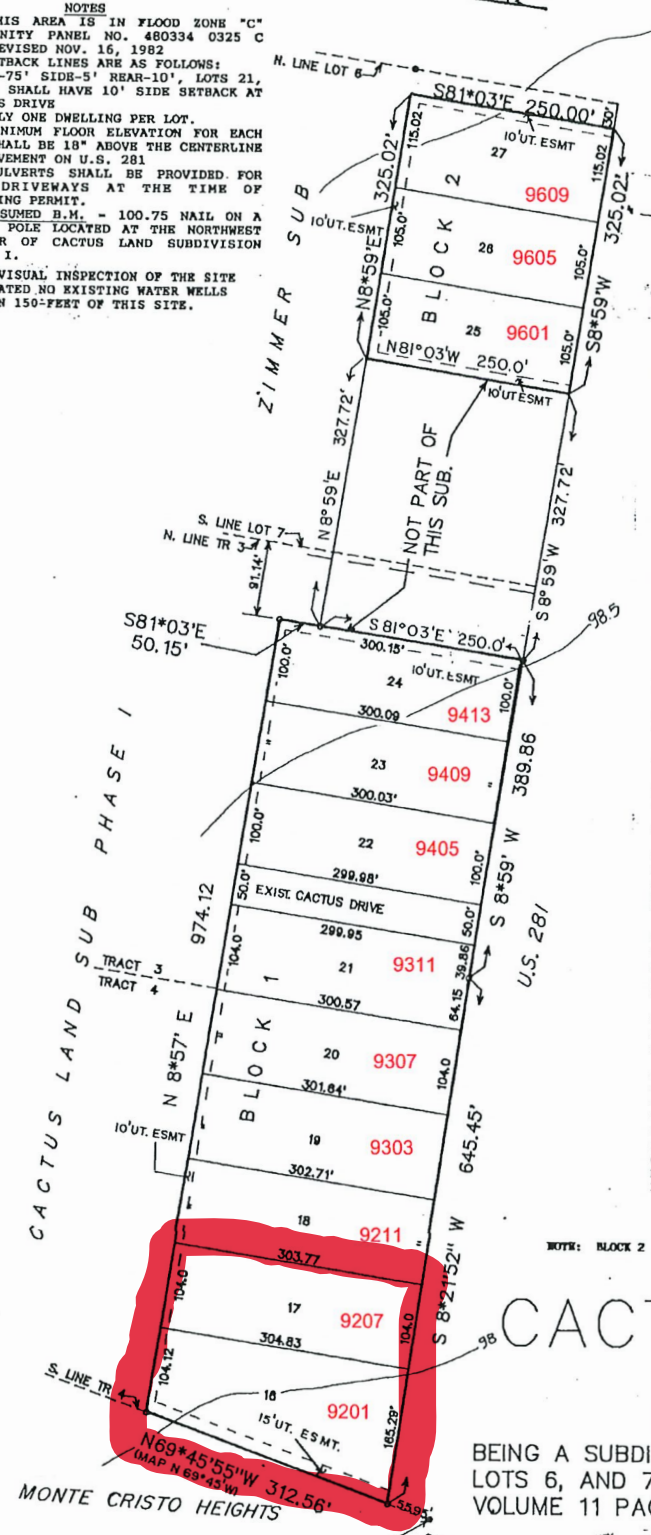
APPROVED
HIDALGO COUNTY HEALTH DEPT.
12.9.92

29829.4

NOTES
1. THIS AREA IS IN FLOOD ZONE "C" COMMUNITY PANEL NO. 480334 0325 C MAP REVISED NOV. 16, 1982
2. SETBACK LINES ARE AS FOLLOWS: FRONT-75' SIDE-5' REAR-10', LOTS 21, & 22, SHALL HAVE 10' SIDE SETBACK AT CACTUS DRIVE
3. ONLY ONE DWELLING PER LOT.
4. MINIMUM FLOOR ELEVATION FOR EACH LOT SHALL BE 18" ABOVE THE CENTERLINE OF PAVEMENT ON U.S. 281
5. CULVERTS SHALL BE PROVIDED FOR ALL DRIVEWAYS AT THE TIME OF BUILDING PERMIT.
6. ASSUMED B.M. - 100.75 NAIL ON A POWER POLE LOCATED AT THE NORTHWEST CORNER OF CACTUS LAND SUBDIVISION PHASE I.
7. A VISUAL INSPECTION OF THE SITE INDICATED NO EXISTING WATER WELLS WITHIN 150-FEET OF THIS SITE.



VICINITY MAP
SCALE 1"=1000'



METES AND BOUNDS (BLOCK 1)

THAT PORTION OR TRACTS 3 AND 4, ZIMMER SUBDIVISION, HIDALGO COUNTY, TEXAS; SAID PORTION HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED AS A WHOLE BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 4, THENCE WITH THE SOUTH LINE OF SAID TRACT NORTH 69° 45' 55" WEST 55.95 FEET TO THE SOUTHEAST CORNER HEREOF;

THENCE CONTINUING NORTH 69° 45' 55" WEST 312.56 FEET TO THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 8° 57' EAST 974.12 FEET TO THE NORTHWEST CORNER HEREOF;

THENCE SOUTH 81° 53' EAST 300.15 FEET TO THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 8° 59' WEST 389.86 FEET TO A POINT OF DEFLECTION;

THENCE SOUTH 8° 21' 52" WEST 645.45 FEET TO THE PLACE OF BEGINNING, CONTAINING SIX AND NINETY-NINE HUNDREDTHS (6.99) ACRES, MORE OR LESS

METES AND BOUNDS (BLOCK 2)

THAT PORTION OF LOTS 6 AND 7, ZIMMER SUBDIVISION, HIDALGO COUNTY, TEXAS; SAID PORTION HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED AS A WHOLE BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST R.O.W. OF U.S. 281 WITH THE NORTH LINE OF LOT 6, THENCE SOUTH 8° 59' WEST 30.0 FEET TO THE NORTHEAST CORNER AND PLACE OF BEGINNING;

THENCE CONTINUING SOUTH 8° 59' WEST 325.02 FEET TO THE SOUTHEAST CORNER HEREOF;

THENCE NORTH 81° 03' WEST 250.00 FEET TO THE SOUTHWEST CORNER HEREOF;
THENCE NORTH 8° 59' EAST 325.02 FEET TO THE NORTHWEST CORNER HEREOF;
THENCE SOUTH 81° 03' EAST 250.00 FEET TO THE PLACE OF BEGINNING, CONTAINING ONE AND EIGHTY-FIVE HUNDREDTHS (1.85) ACRES, MORE OR LESS.

NOTE: BLOCK 2 IS NOT IN THE IRRIGATION DISTRICT #15 JURISDICTION.

STATE OF TEXAS
COUNTY OF HIDALGO
I, (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS CACTUS-LAND PHASE II SUBDIVISION AN ADDITION TO THE COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ROBERT JINKS OWNER

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT JINKS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF November 1992. MY COMMISSION EXPIRES: 9-26-96

I THE UNDERSIGNED, JUDGE OF THE COUNTY OF HIDALGO CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS COUNTY WHEREIN MY APPROVAL IS REQUIRED

COUNTY JUDGE, HIDALGO COUNTY

THIS PLAT IS HEREBY APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO. 15 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER TO INSTALL SUCH NECESSARY FACILITIES. THERE WILL BE NO BUILDING ALLOWED TO BE BUILT ON TOP OF DISTRICT IRRIGATION LINES. THERE IS A FIFTEEN EASEMENT ON BOTH SIDES OF IRRIGATION LINE OR CANAL. DATED THIS THE ... DAY OF ... 199—

ATTEST:
PRESIDENT ... SECRETARY

I, THE UNDERSIGNED SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

PABLO F. PENA JR., R.P.L.S. NO. 2275
DATE: 11-11-92

CACTUS-LAND SUB. PHASE II

BEING A SUBDIVISION OF 8.84 ACRES IN TRACTS 3, & 4, LOTS 6, AND 7, ZIMMER SUBDIVISION, AS RECORDED IN VOLUME 11 PAGE 20 OF THE HIDALGO COUNTY MAP RECORDS

I, THE UNDERSIGNED, ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.
KAMBIZ S. KHADEMI, P.E. NO. 57767
DATE: 11-11-92
PREPARATION DATE: 11-11-92

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

Recorded in Book 28 Page 35B
of the map records of Hidalgo County, Texas
Melden and Hunt, Inc.
County Surveyors

CHIEF DEPUTY DRAINAGE
BY: ...
12-9-92

K K Engineering Services
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
Kambiz Khademi, P.E.
1400 S. 6th St., Suite 300 McAllen, Texas 78501 (512) 630-2135

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0177

Date: 12-11-23

1. Property Owner (required): Arabic Holdings LLC 2. Phone: 956-497-8810
3. Mailing Address: 3103 Driftwood Ln
4. City: Mission State: Tx Zip: 78574
5. Owner's Email: Jim-JBLog@SBCGLOBAL.Net 6. Cell No. 956-497-8810
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: Above State: _____ Zip: _____
11. Agent's Email: Same as
12. Address/Location being Rezoned: _____
13. Legal Description of Property: 14. Property ID(s): 517540 & 517541

Lot: Cactus Land Sub Phase II Lot 16 + 17

15. Zone Change: From: C Restricted To: Commercial General
16. Existing Land Use: Vacant
17. Reason for Zone Change: Building a Equipment Sales Office

James B Huizinga
(Please Print Name)

Signature

RECEIVED
DEC 13 2023
By

OFFICE USE ONLY

REVIEWED BY Anissa L DATE RECEIVED 12/13/23

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 517410
FLORES SILVIA
206 CACTUS LN
EDINBURG, TX 78541

PID: 517541
ARCTIC HOLDINGS LLC
3103 DRIFTWOOD LANE
MISSION, TX 78574-5635

PID: 517540
ARCTIC HOLDINGS LLC
3103 DRIFTWOOD LANE
MISSION, TX 78574-5635

PID: 517408
DUNNE MARIA TORRES
6622 HUNT DR
CORPUS CHRISTI, TX 78413

PID: 517409
ORTIZ ROSALIO & BERTHA
230 N CHERRY ST
WOODVILLE, OH 43469-1104

PID: 517542
VILLARREAL JOSE ALEJANDRO &
YOLANDA MARILU
608 W SAINT JUDE AVE
ALTON, TX 78573-1134

PID: 554408
HIGH-BRIX PROPERTIES LLC
2211 E WINDSOR RD
AUSTIN, TX 78703-3140

PID: 683483
MVP PROPERTIES LLC
3101 N JACKSON RD
MCALLEN, TX 78501-1446

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOT 16 & 17, BLOCK 1, CACTUS-LAND PHASE II SUBDIVISION, LOCATED AT 9201 & 9207 NORTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lots 16 & 17, Block 1, Cactus-Land Phase II Subdivision, Located at 9201 & 9207 North I-69C, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.B.
Greenbriar Acres

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being All of Lot 5, Greenbriar Acres, Located at 826 Greenbriar Drive, as Requested By HNL Group LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is in the Greenbriar Acres Subdivision and is located on the south side of Greenbriar Drive. The property has approximately 169.50 ft. of frontage along Greenbriar Drive and a lot depth of 65 ft. for a total area of 10,517 sq. ft. The requested zoning designation is the Residential, Multifamily (RM) District, which is the high intensity residential district intended to accommodate various multifamily residential uses. Densities associated with this type of development are generally only desirable in locations that have an urban character, but may be suited to other locations where multifamily uses serve a community need or in transitional zones. The applicant is seeking a zone change to bring the property up to compliance. The property is currently zoned Residential, Primary (RP), however it has existing multi-family residential uses.

Adjacent zoning is Residential, Multifamily (RM) District to the north and west, and Residential, Primary (RP) District to the east and south of the property. Surrounding uses are single-family residential and multi-family residential uses. The future land use designation for this property is Auto-Urban uses.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the existing uses in the surrounding area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. CC Agenda Packet Attachments
B. Ordinance- HNL Group LLC RP to RM

MEETING DATES:
PLANNING & ZONING COMMISSION – 2/13/24
CITY COUNCIL – 3/5/24
DATE PREPARED – 2/7/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

APPLICANT: HNL Group, LLC.

AGENT: N/A

LEGAL: Being all of Lot 5, Greenbriar Acres

LOCATION: 826 Greenbriar Drive

LOT/TRACT SIZE: 10,517 sq. ft.

CURRENT USE: Multi Family Development

PROPOSED USE: Multi Family Development

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Multifamily (RM) District
South – Residential, Primary (RP) District
East – Residential, Primary (RP) District
West – Residential, Multifamily (RM) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Seer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District.

REZONING REQUEST
HNL GROUP, LLC.

EVALUATION

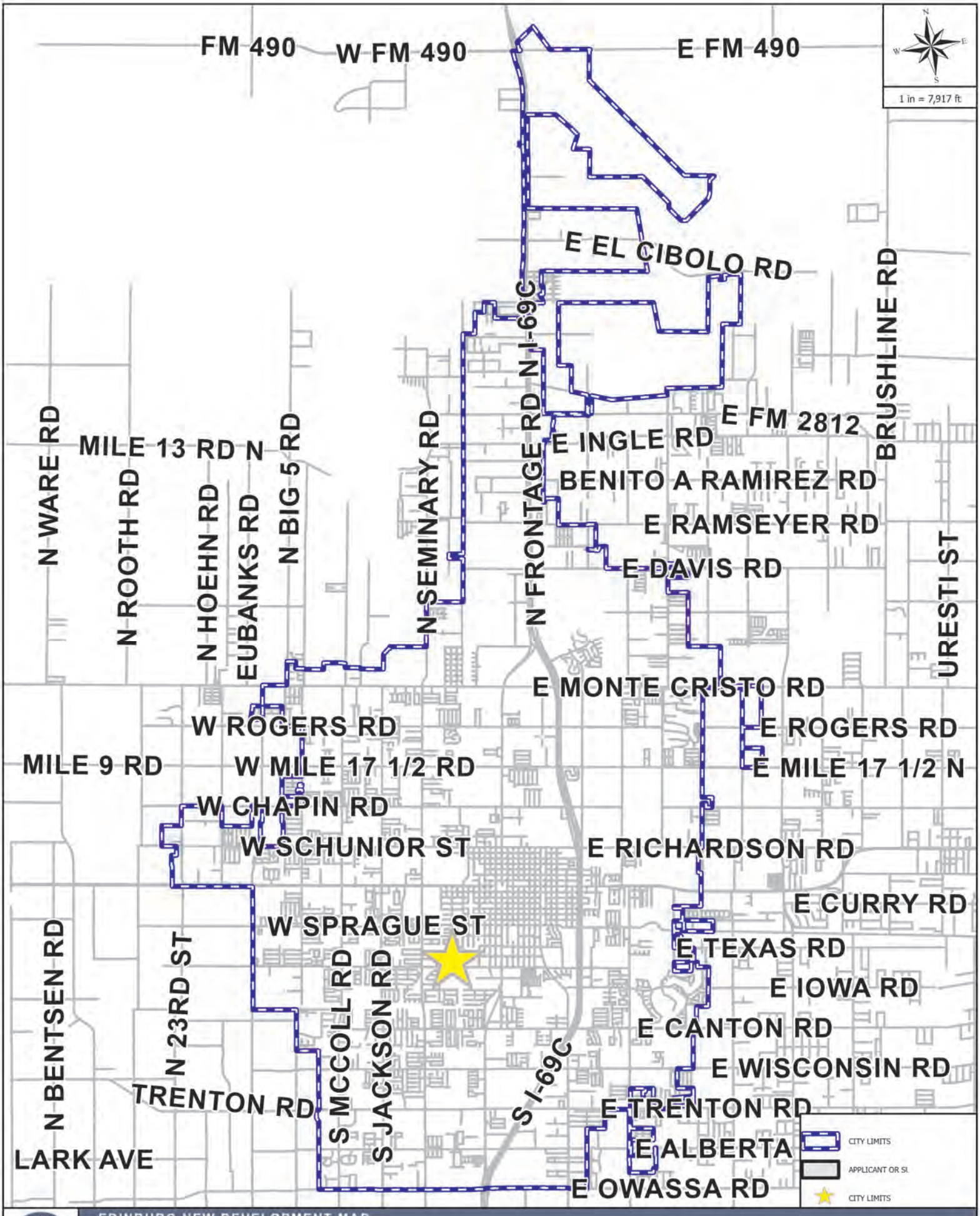
The following is staff's evaluation of the request:

1. There is existing multi-family residential uses in the surrounding area.
2. There is need for additional housing in the community.
3. The proposed zoning is not consistent with the adjacent zoning districts.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the existing uses in the surrounding area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, February 2, 2024 and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

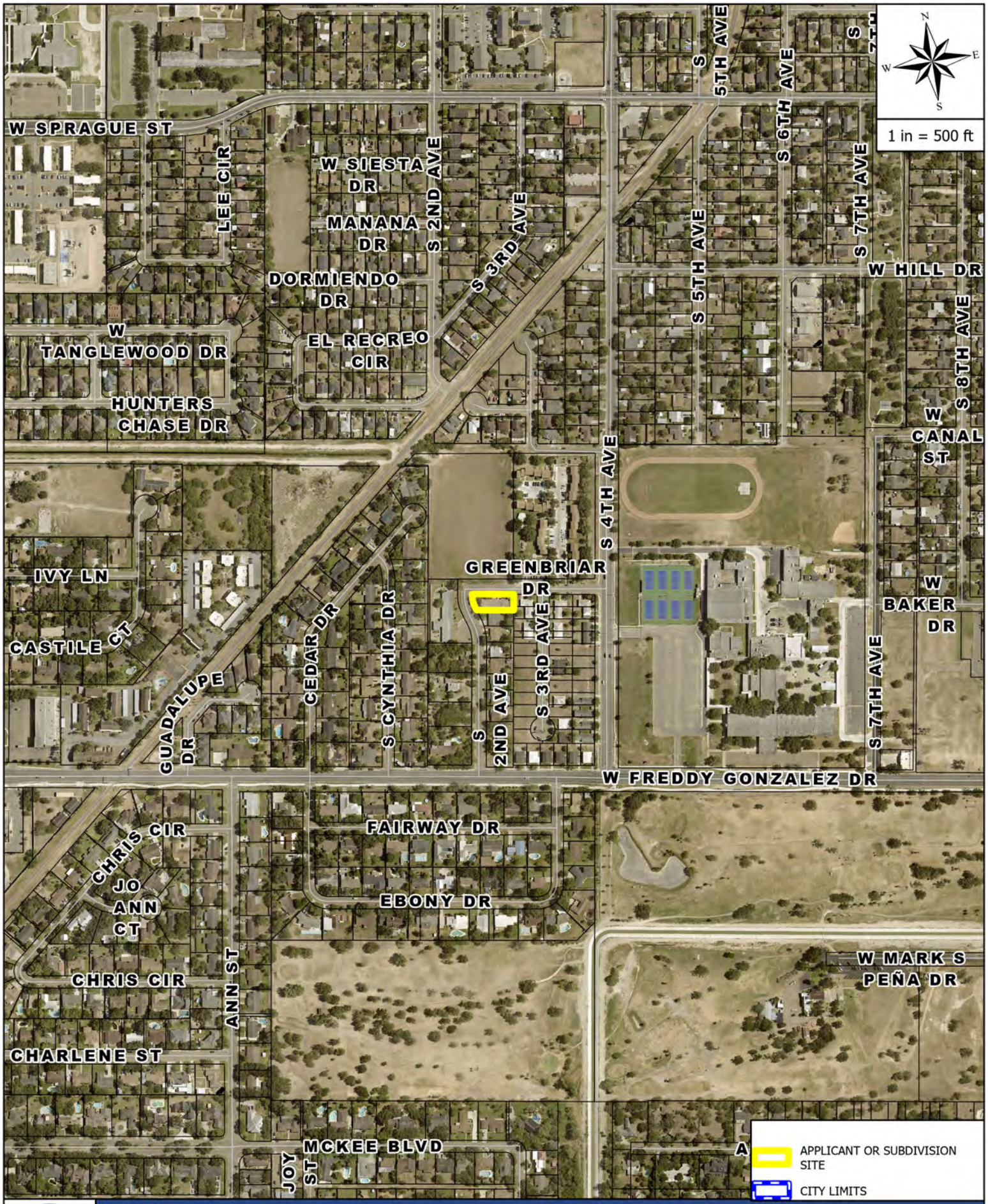
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0182 HNL GROUP LLC

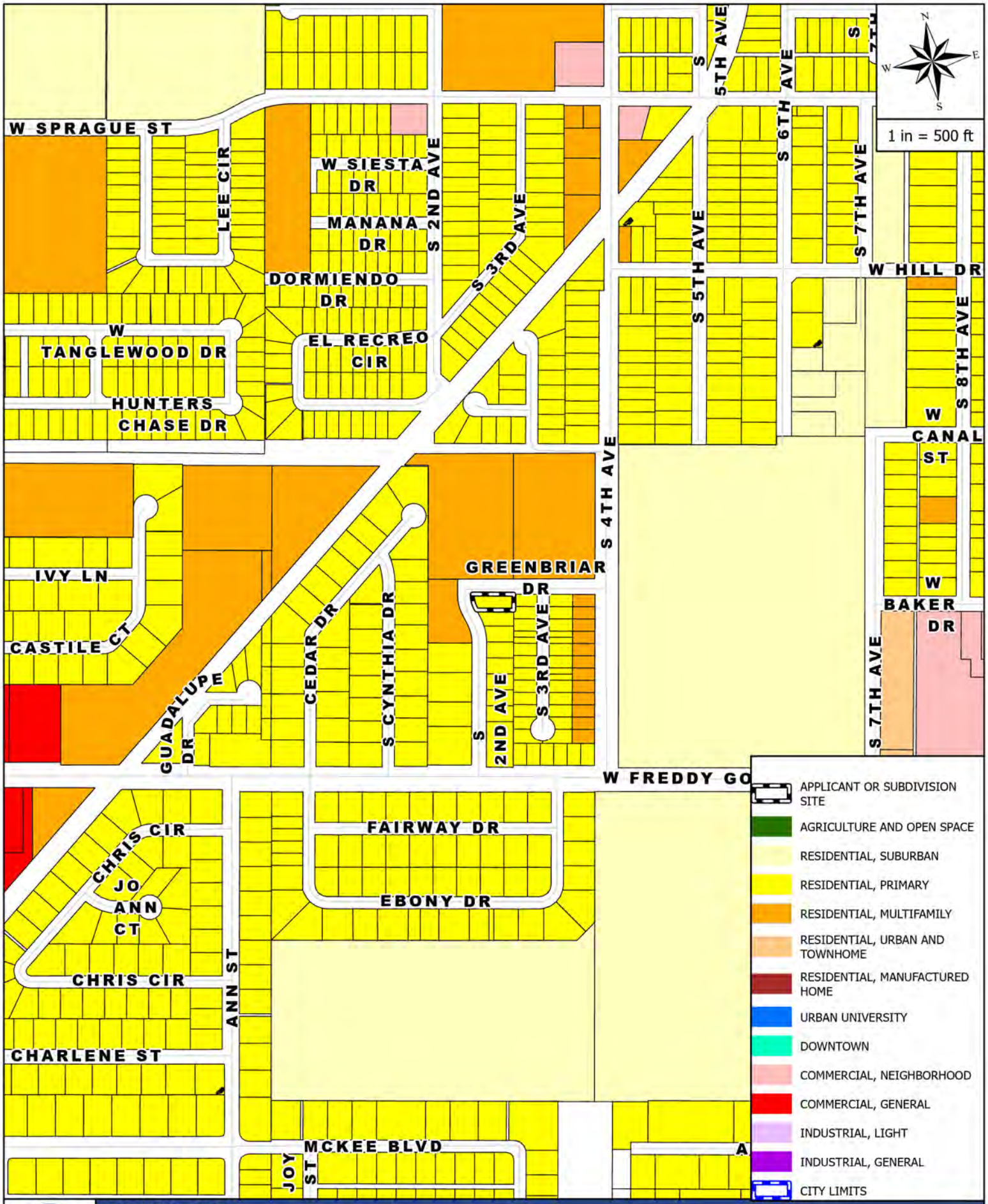


THE CITY OF EDINBURG TEXAS

AERIAL MAP —— STR

APPLICANT AND/OR SUBDIVISION:

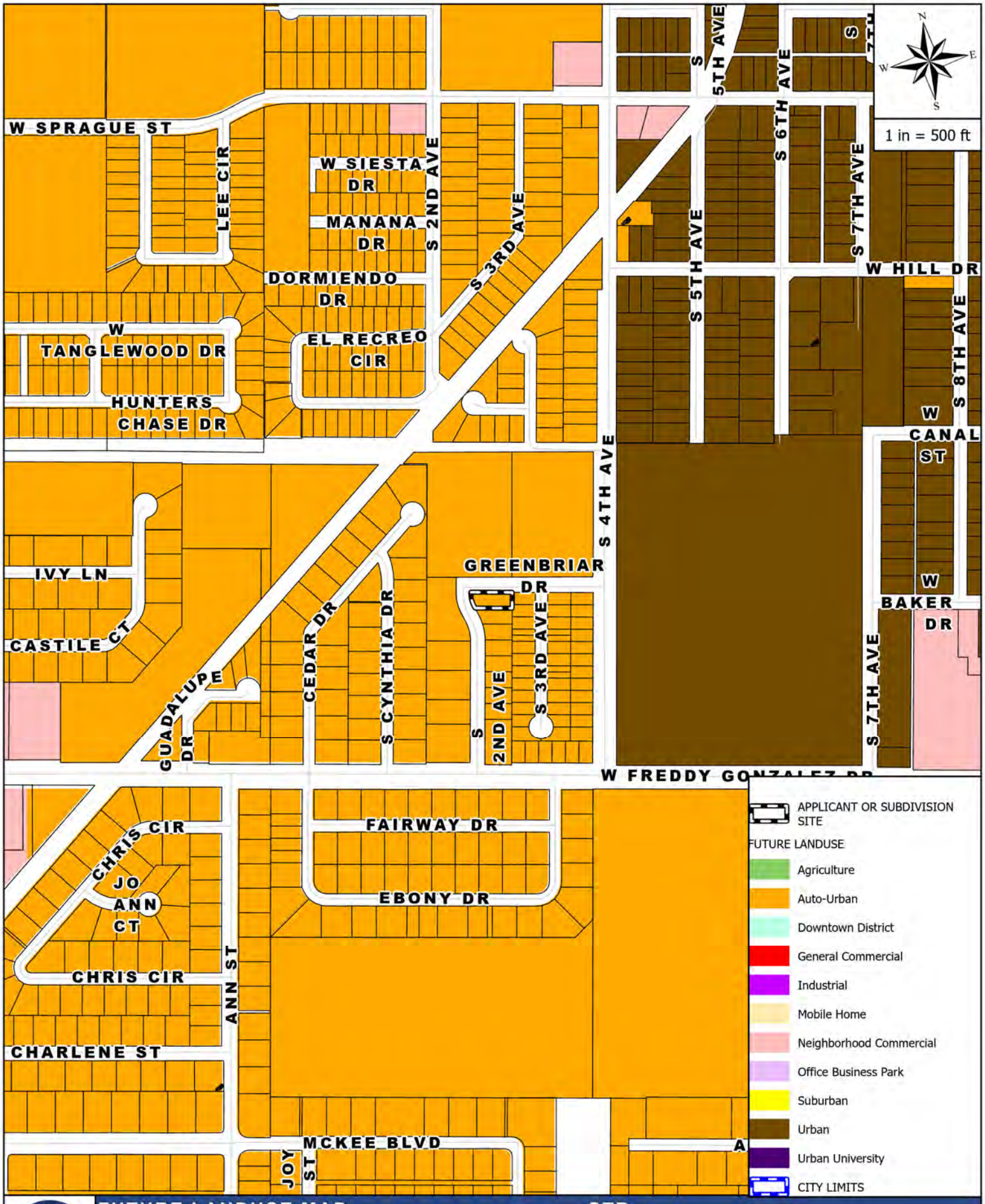
RZNE-2024-0182 HNL GROUP LLC



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

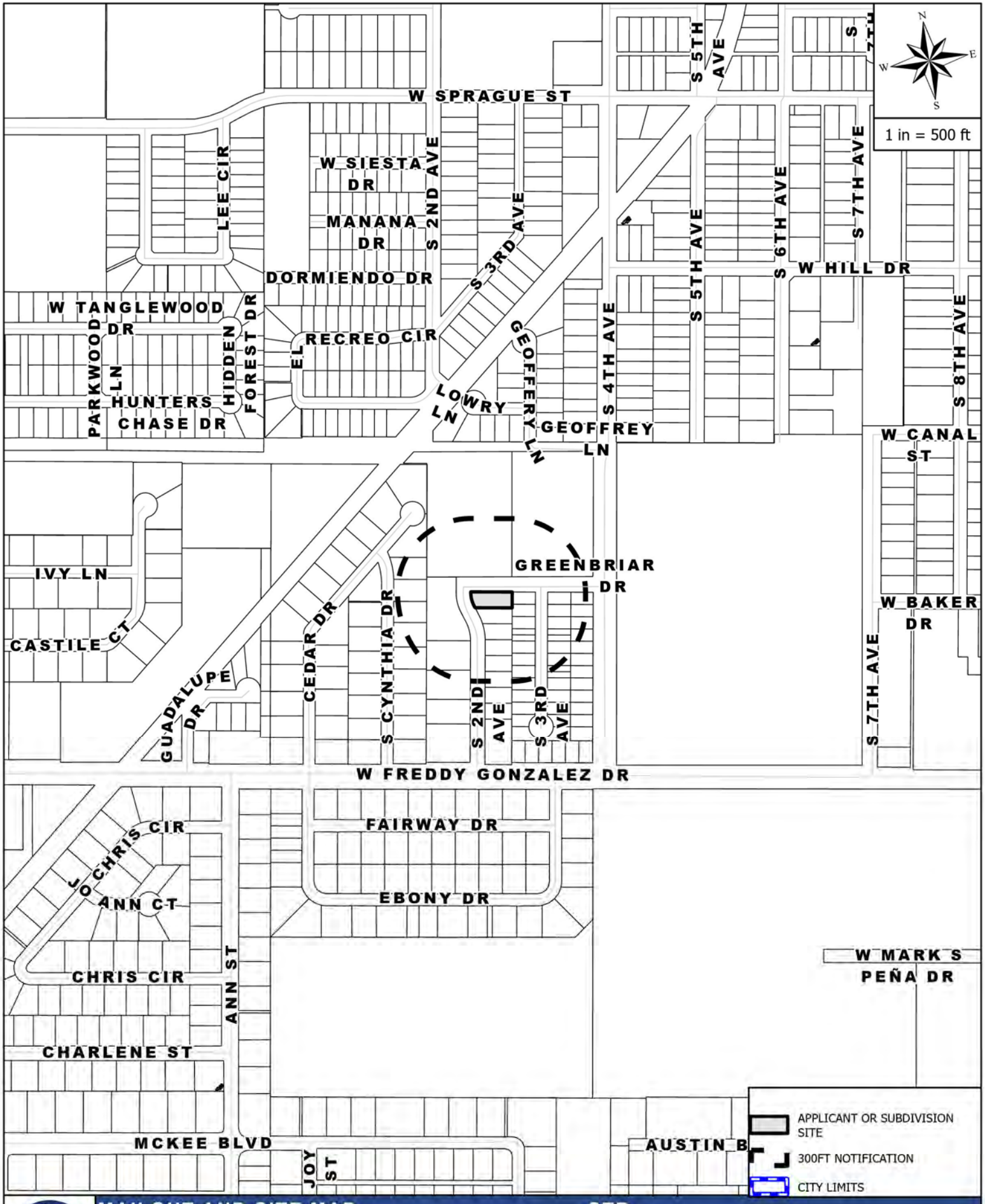
RZNE-2024-0182 HNL GROUP LLC



FUTURE LANDUSE MAP — STR

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0182 HNL GROUP LLC



MAILOUT AND SITE MAP — STR

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0182 HNL GROUP LLC

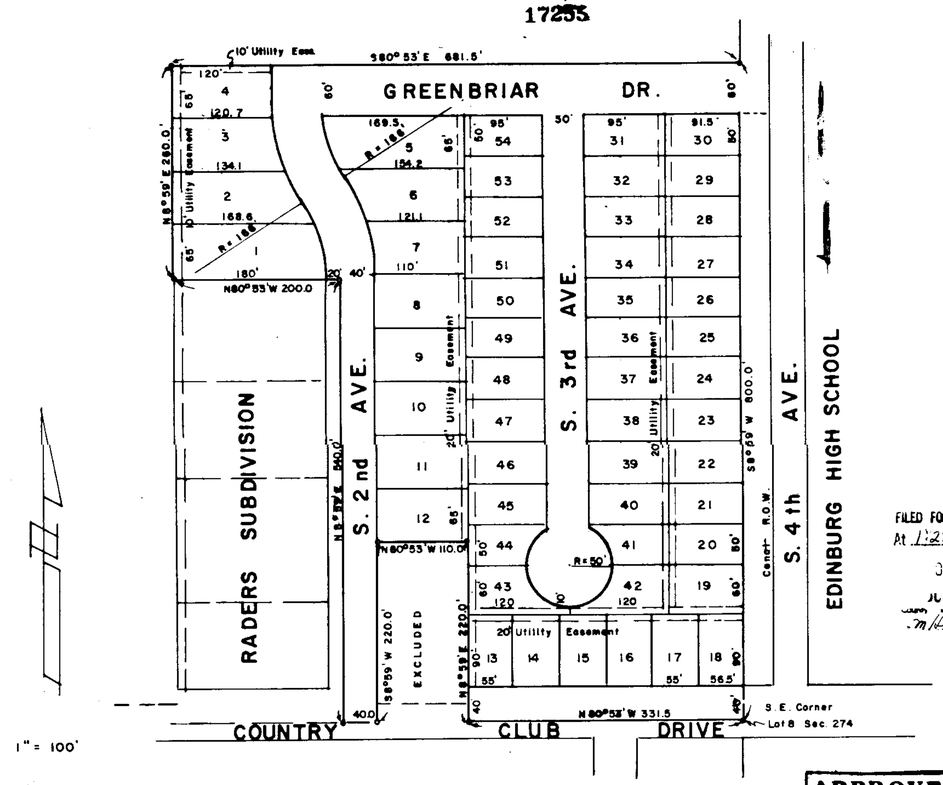
Rezoning Request Site Photo

HNL Group LLC

826 Greenbriar Drive



17255



FILED FOR RECORD THIS DATE
At 1:22 o'clock P M
OCT 11 1965
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By M. Hindley Deputy

APPROVED FOR RECORDING
Hidalgo Co. Right of Way Dept.
By [signature]
Date 10-11-65

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 11th day of October, 1965
JULIO GUZMAN County Clerk
By Lourie McBride Deputy

AMENDED MAP OF
GREENBRIAR ACRES

BEING A SUBDIVISION OF 8.81 ACRES OUT OF LOT 8 SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS OCTOBER 5, 1965

STATE OF TEXAS: CHARLES L. MELDEN 183 REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT I, MAX WHEAT, OWNER OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE, AND CONFIRM THE ACCOMPANYING MAP AND DO HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS THEREON SHOWN.

MAX WHEAT
BY: Dan Newey
DAN NEWEY, ATTORNEY IN FACT *

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAN NEWEY, ATTORNEY IN FACT FOR MAX WHEAT, TO ME KNOWN AS SUCH AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF OCTOBER A. D., 1965.

Carrie Lou Parrish
NOTARY PUBLIC IN AND FOR Carrie Lou Parrish
HIDALGO COUNTY, TEXAS

NOTARY PUBLIC HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY THE CITY OF EDINBURG PLANNING AND ZONING BOARD ON THIS THE 5th DAY OF October A. D., 1965.

DAVID H. SMITH, CHAIRMAN

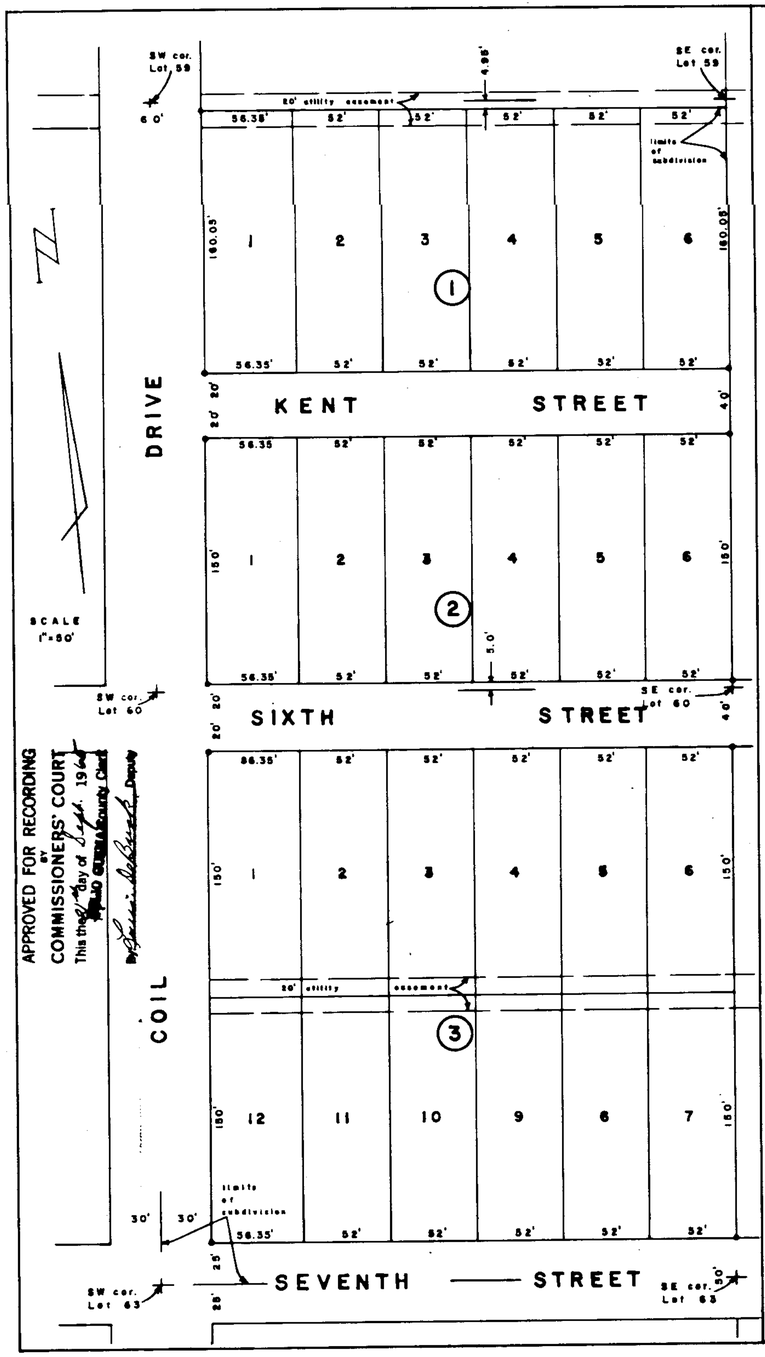
CITY OF EDINBURG, TEXAS

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, TEXAS, ON THIS THE 5th DAY OF October A. D., 1965.

A. R. RAMIREZ, MAYOR

ATTEST:
Fay A. Brackney
CITY SECRETARY

* POWER OF ATTORNEY RECORDED IN VOLUME 1117, PAGE 617 HIDALGO COUNTY DEED RECORDS



16091

FILED FOR RECORD THIS DATE
At 11:46 o'clock A M
SEP 21 1965
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By M. Hindley Deputy

MAP OF SHARON SUBDIVISION Nº 2

Being A Resubdivision Of Lot 63 And The South 355.05' Of Lot 60 Of The M.L. Woods Co. Tract Nº 6 In The John L. Closner, et al Subdivision Of Porciones 71 & 72, Hidalgo County, Texas.

I, John V. Mikels, Registered Public Surveyor, do hereby certify that the accompanying PLAT is a true and correct representation of surveys as made by me on the ground. Individual Lots platted from monumented Block corners.
September 6, 1965
Mission, Texas
John V. Mikels

STATE OF TEXAS JOHN V. MIKELS 1400 REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:
Know all men by these presents that I, R. Everett Coil, owner of the above described land, do hereby adopt and confirm the above PLAT and do hereby dedicate to the public the use of the streets thereon shown and do hereby grant to the City of San Juan, Texas or to any who may, at this time or in the future, enjoy franchise under said City, perpetuity in the easements thereon shown.

R. Everett Coil

APPROVED FOR RECORDING Hidalgo Co. Right of Way Dept. By [signature] Date 9-20-65

STATE OF TEXAS:
COUNTY OF HIDALGO:
Subscribed and sworn to by R. Everett Coil before me, the undersigned authority, on this 20th day of September, A.D. 1965.

Notary Public in and for Hidalgo County, Texas
DONALD SHOPP

Approved by the City Commissioners of the City of San Juan, Texas on this 15 day of September, A.D. 1965

Attest:
City Secretary

Mayor

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0182

Date: 1-8-24

1. Property Owner (required): HNL Group LLC 2. Phone: 956-638-1714
3. Mailing Address: 23614 Oak Knoll Dr.
4. City: Edcouch State: TX Zip: 78538
5. Owner's Email: hnlgroup.eddie@gmail.com 6. Cell No. 956-638-1714
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 826 Greenbriar Dr. Edinburg TX. 78539
13. Legal Description of Property: 14. Property ID(s): 183412

Greenbriar Acres Lot 5

15. Zone Change: From: Residential To: Multi family
16. Existing Land Use: Triplex apartments
17. Reason for Zone Change: Loan purpose for business improvements

Heriberto Perez
(Please Print Name)

Signature

RECEIVED
JAN 08 2024
By

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 183412
HNL GROUP LLC
3909 TULIPAN ST
MISSION, TX 78573-5004

PID: 183413
TREVINO GERARDO & MIRTHALA
2815 JANET DR
EDINBURG, TX 78541-2120

PID: 183414
MORA MARK
1404 S 2ND AVE
EDINBURG, TX 78539-5410

PID: 183415
VARGAS ALEXANDER DAVID & KIMBERLY ANNE
1408 S 2ND AVE
EDINBURG, TX 78539-5410

PID: 183430
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183431
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183431
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183432
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183433
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 561045
GRANADO ANDREA J
1501 S 2ND AVE
EDINBURG, TX 78539-5411

PID: 133764
WILKEN JAMES R & DOROTHY J
1314 CYNTHIA ST
EDINBURG, TX 78539-5438

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183438
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183438
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 133752
LANDEROS CELIA RODRIGUEZ
1414 CYNTHIA ST
EDINBURG, TX 78539-5440

PID: 133753
SANCHEZ JESUS & EVA
2325 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

PID: 297213
HCS 308 LLC
3419 NACOGDOCHES RD
SAN ANTONIO, TX 78217

ZONING CASE
OWNER NOTIFICATION LIST

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 265660
SWENSON SANDRA
1407 S 2ND AVE
EDINBURG, TX 78539-5409

PID: 183439
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183417
REED LYDIA ELIZONDO
1500 S 2ND AVE
EDINBURG, TX 78539-5412

PID: 183429
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183430
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183432
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 133765
GUAJARDO FRANCISCO & YVONNE
1300 CYNTHIA ST
EDINBURG, TX 78539

PID: 133754
CHAPMAN ANGELA
1404 CYNTHIA ST
EDINBURG, TX 78539-5440

PID: 133755
KAUFOLD DIANA S
1320 CYNTHIA DR
EDINBURG, TX 78539-5438

PID: 183439
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503

PID: 183411
MWS AVIATION LLC
18843 REDLAND RD
SAN ANTONIO, TX 78259

PID: 183416
ALEMAN ALBERTO JR
1412 S 2ND AVE
EDINBURG, TX 78539

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183429
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503-8427

PID: 183428
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503

PID: 183433
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503

PID: 297212
WHEAT MAX
3820 NEUHAUS DR
MCALLEN, TX 78503

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING ALL OF LOT 5, GREENBRIAR ACRES, LOCATED AT 826 GREENBRIAR DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lot 5, Greenbriar Acres, Located at 826 Greenbriar Drive, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.C.
Santa Cruz Gardens

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agricultural and Open Space (AO) District to Residential Urban and Townhome (RU) District, Being a 10.042 Acre Tract, Being the South ½ of Lot 1 and 2, Block 37, Santa Cruz Gardens Unit Number 2, Located at 301 West Flag Drive, as Requested by Ruben L. Martinez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the north side of West Flag Drive, approximately 2,000 ft. west of Jasman Road. The property has approximately 605 ft. of frontage along West Flag Drive and a lot depth of 726 ft. for a total of gross area of 10.042 acres. This property was annexed into the City Limits of Edinburg in 1996. The requested zoning designation is the newly adopted Residential, Urban and Townhome (RU) District which is the highest intensity single-family residential district. The district includes auto-urban and higher densities to meet the community's need for more compact developments, walkable areas, and affordable housing. The applicant is seeking a zone change to establish a new single-family residential development at this location.
Neighboring zoning is Agriculture and Open Space (AO) District to the north and south, Residential Primary (RP) District to the east, and Commercial, General (CG) and Industrial, General (IG) to the west. Surrounding land uses are single-family residential, vacant land, commercial, and industrial uses. The future land use designation for this property is Auto Urban uses.

Staff mailed a notice of the public hearing to 20 neighboring property owners on Friday, February 2, 2024 and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District based on adjacent land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. CC Agenda Packet Attachments
B. Ordinance- Ruben L.Martinez AO to RU

MEETING DATES:
PLANNING & ZONING COMMISSION – 2/13/24
CITY COUNCIL –3/5/24
DATE PREPARED – 2/7/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District

APPLICANT: Ruben L. Martinez

AGENT: Ricardo Pedraza

LEGAL: Being a 10.042 Acre Tract, Being the South ½ of Lot 1 and 2, Block 37, Santa Cruz Gardens Unit Number 2

LOCATION: 301 West Flag Drive

LOT/TRACT SIZE: 10.042 acres

CURRENT USE: Existing residential home

PROPOSED USE: Single-family residential

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Residential, Primary (RP) District
West – Commercial, General (CG) and Industrial, General (IG) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District.

REZONING REQUEST
RUBEN L. MARTINEZ

EVALUATION

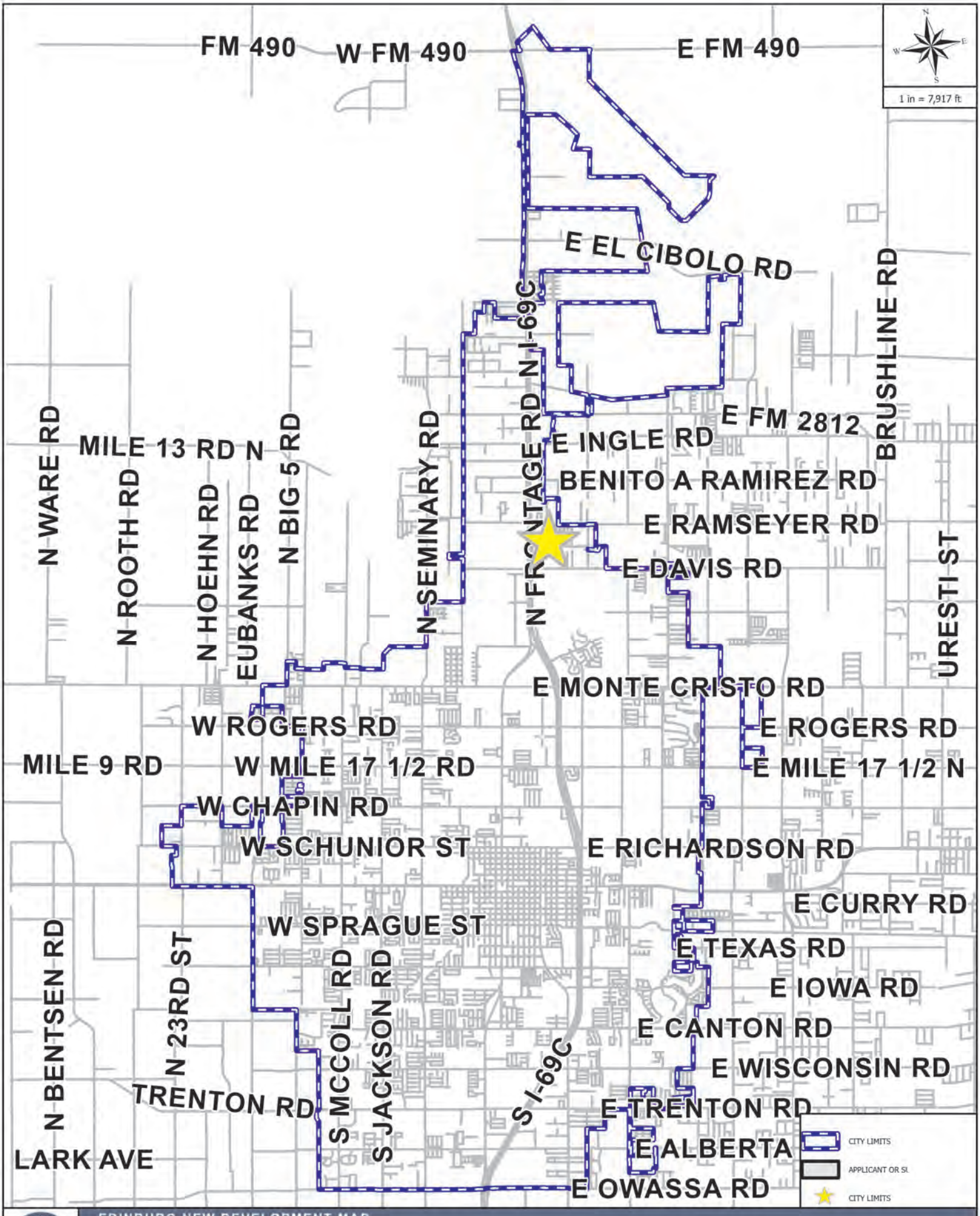
The following is staff's evaluation of the request:

1. The proposed zoning district is meant to meet the community's need for more compact developments, walkable areas, and affordable housing.
2. The proposed zoning is consistent with surrounding residential uses.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 20 neighboring property owners on Friday, February 2, 2024 and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

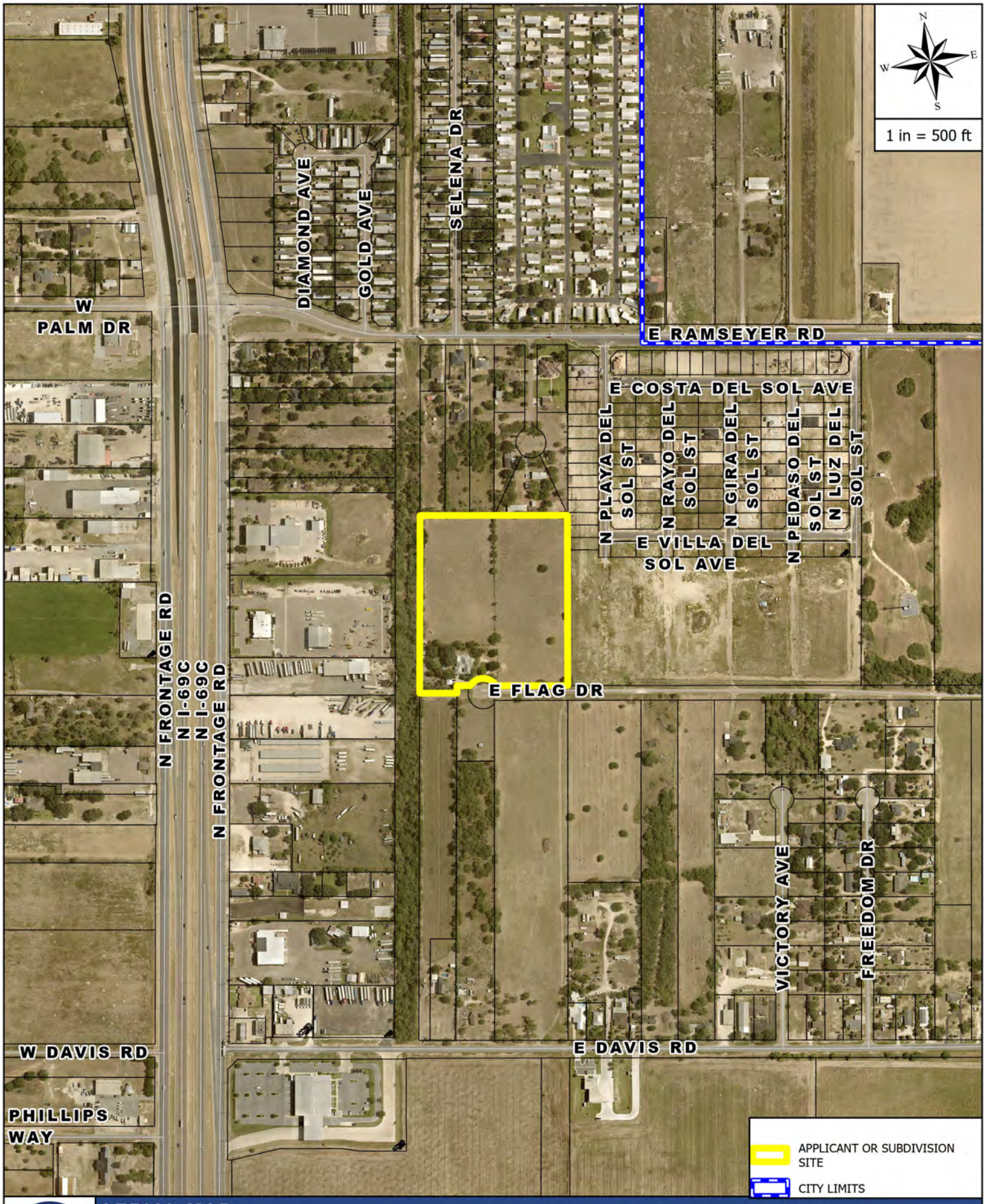
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

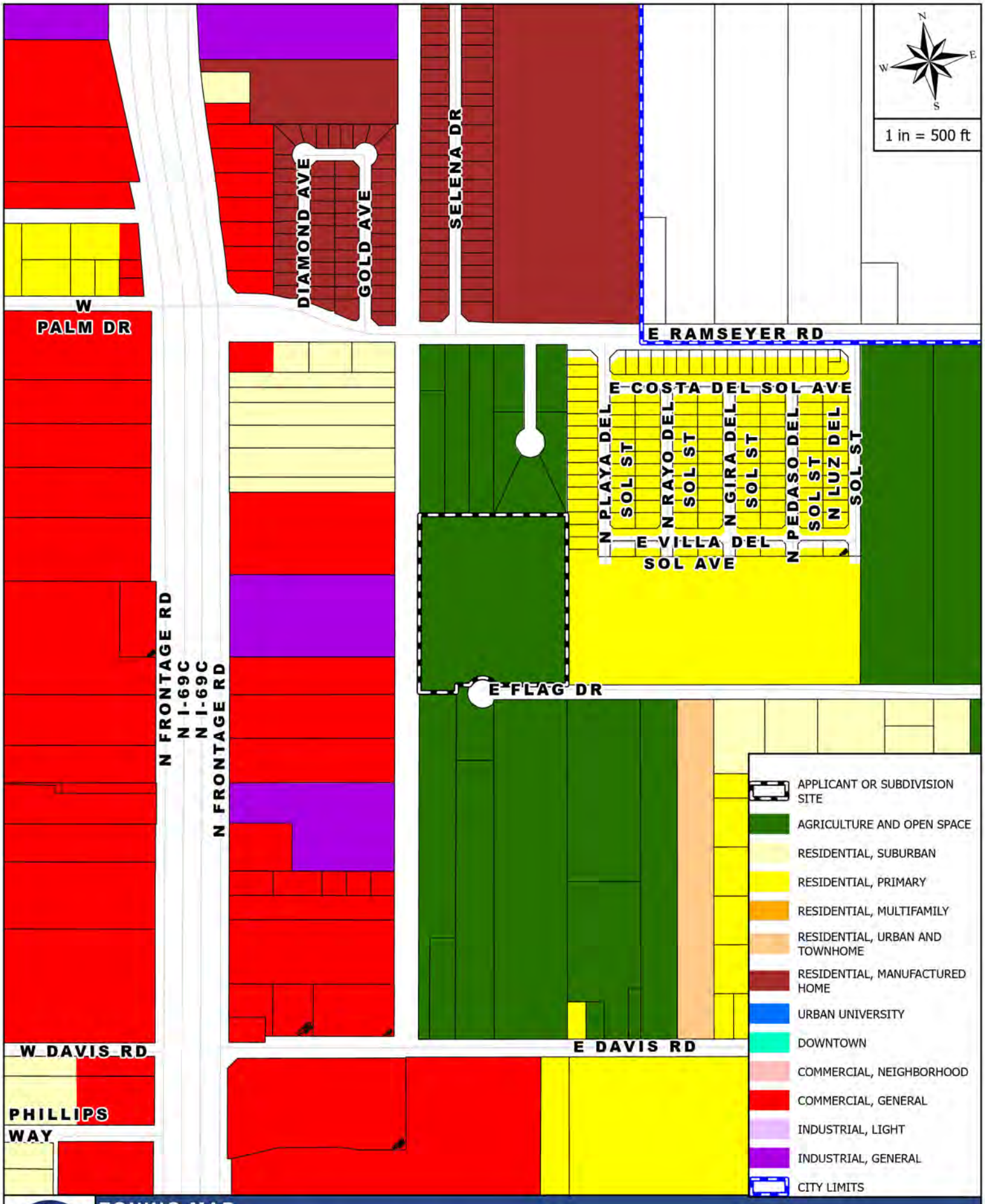
RZNE-2024-0180 RUBEN L MARTINEZ



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

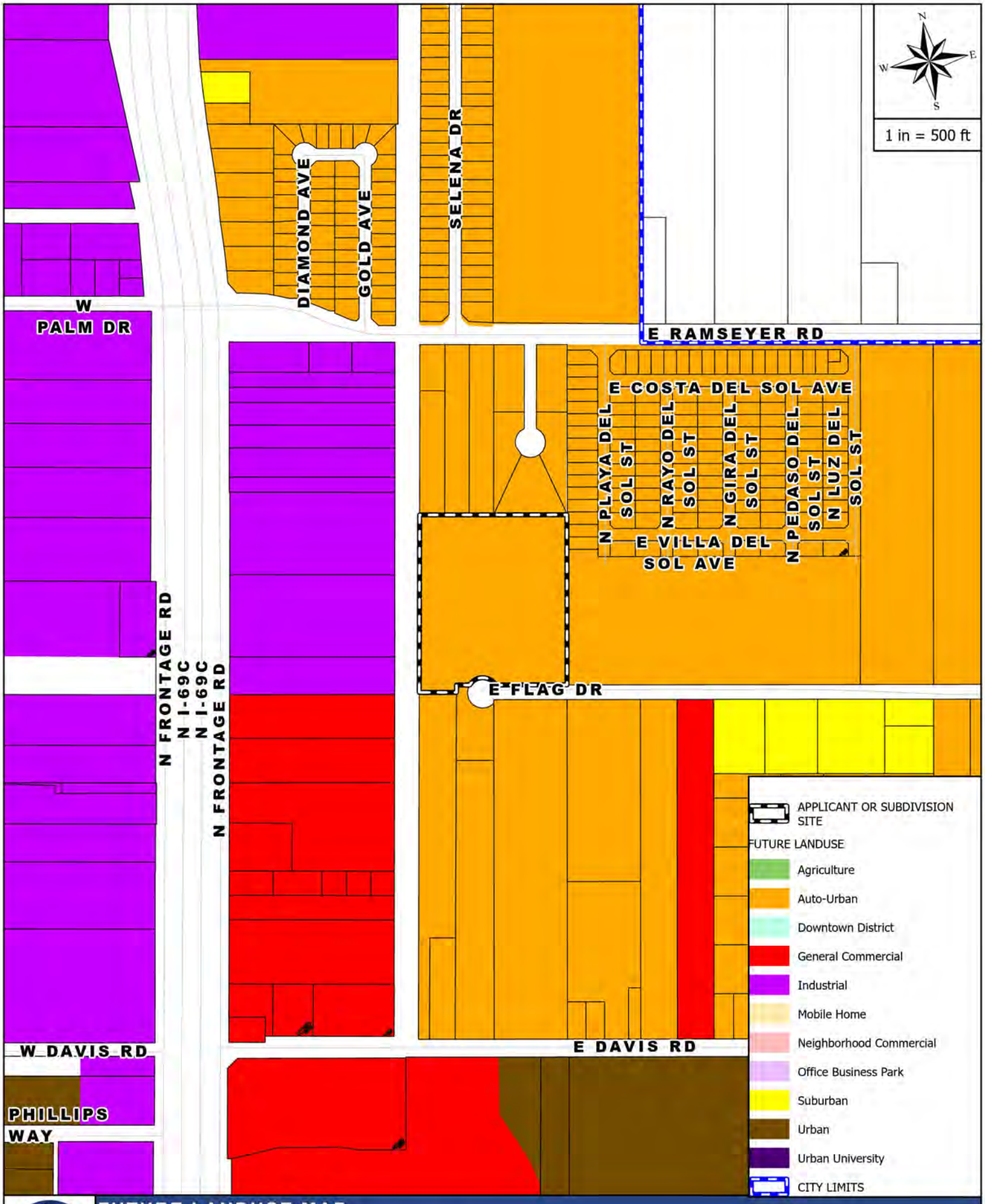
RZNE-2024-0180 RUBEN L MARTINEZ



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

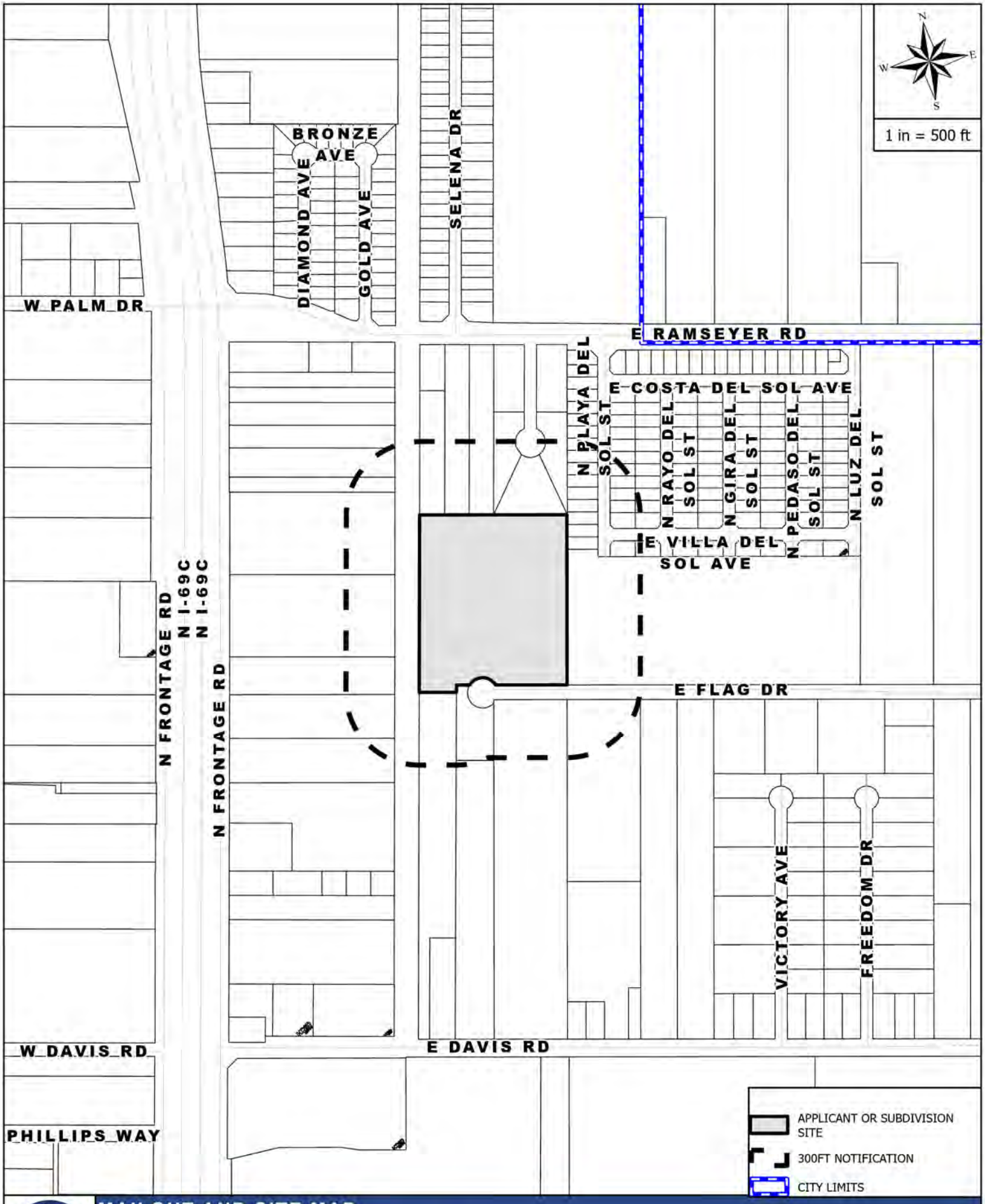
RZNE-2024-0180 RUBEN L MARTINEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0180 RUBEN L MARTINEZ



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

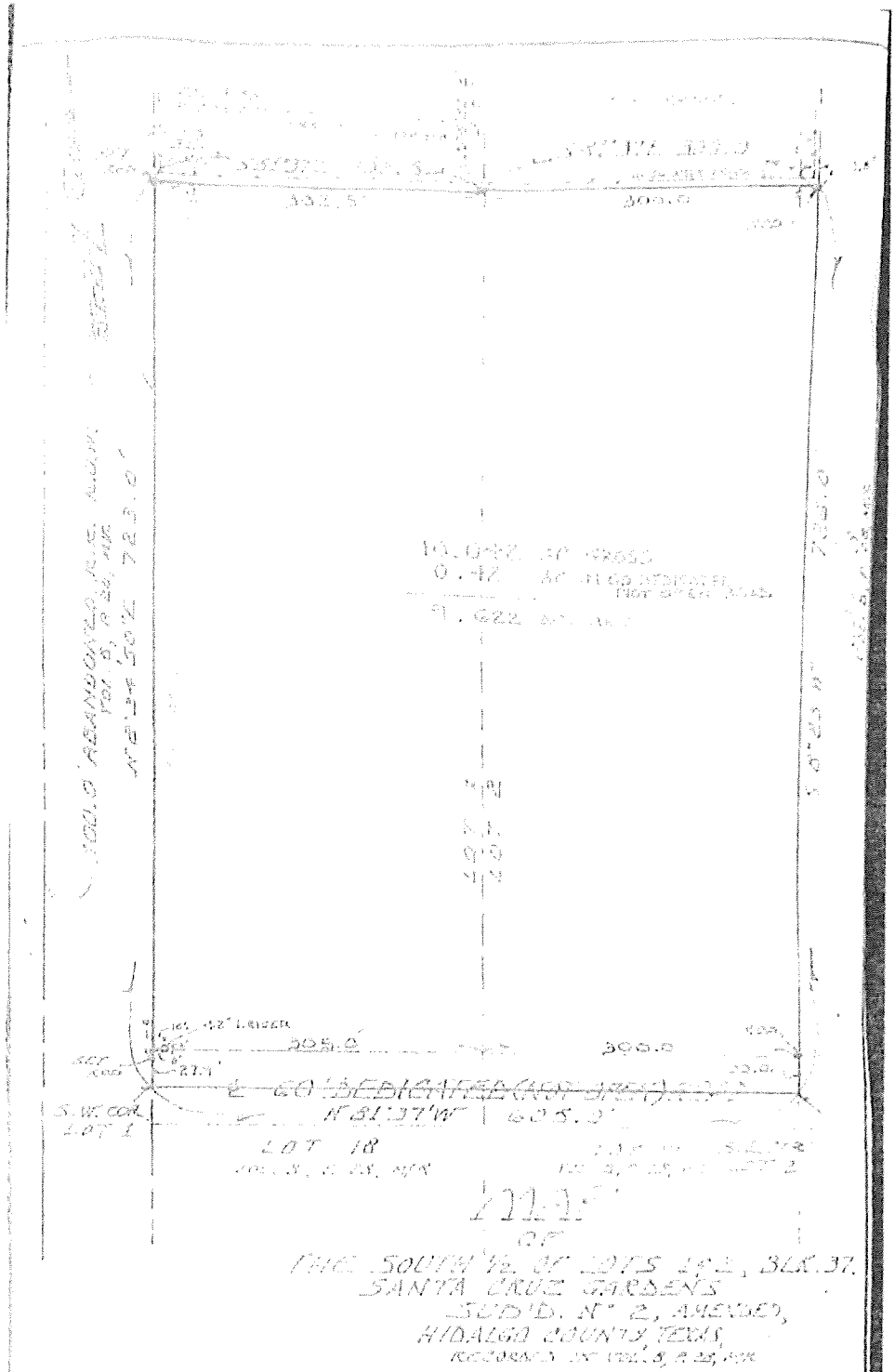
RZNE-2024-0180 RUBEN L MARTINEZ

Rezoning Request Site Photo

Ruben L. Martinez

301 West Flag Drive





I, PLINIO G. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THIS FORGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT SAID PROPERTY FALLS IN ZONE "A-E" OF THE FLOOD INSURANCE RATE MAP.

PLINIO G. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN, TEXAS

PREPARED BY
FABIAN, NELSON & MEDINA, INC.
TEL. (956) 682-2414 320 N. 15TH ST. McALLEN, TEXAS 78501 FAX (956) 682-2416

PLINIO G. MEDINA, MEMBER FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYORS

cb.santacruzgardensNo.2- so half L 1-2, Block 37

December 14, 2023

DESCRIPTION OF A 10.042 ACRE TRACT BEING THE SOUTH ½ OF LOT 1 AND 2, BLOCK 37, SANTA CRUZ GARDENS UNIT NUMBER 2, AMENDED, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 8, PAGES 28-29, MAP RECORDS.

BEGINNING at a point at the Southwest corner of Lot 1, for the Southwest corner of the following described Tract of land, said point located on the East line of 100 foot Abandoned Railroad right of way recorded volume 8, page 28 Map records, said point located in 60 foot Dedicated Road (not open);

THENCE, with the West line of Lot 1 and East line of abandoned Railroad right of way, North 08 Deg. 34 Min. 50 Sec. East, at 30 feet pass a point on 60 foot Dedicated Road (not open) and at 723.0 feet to an iron rod set at the Northwest corner of the South ½ of Lot 1, for the Northwest corner hereof, said point also being the Southwest corner of a 1.19 acre Tract as recorded in volume 3198, page 228, deed records;

THENCE, with the North line of the South ½ of Lots 1 and 2, and South line of the 1.19 acre Tract and 1.67 acres recorded in document # 48530, and 338350 and Tract recorded in document # 3336480, official records, South 81 Deg. 37 Min. 00 Sec. East, at 302.5 feet pass a point on the division line between Lot 1 and Lot 2 and at 602.5 feet to an iron rod fount at the intersection with the East line of Lot 2, for the Northeast corner hereof, said point located on the West line of Los Alegre Phase I, recorded in document # 3434655, map records;

THENCE, partly with the West line Los Alegre Phase I, and Lot 3, Block 37, Santa Cruz Gardens Subdivision No. 2 Amended, South 08 Deg. 23 Min. 00 Sec. West, at 696.0 feet pass an iron rod found on the North line of 60 foot Dedicated Road (not open) and at 726.0 feet to a point at the Southeast corner of Lot 2, for the Southeast hereof;

THENCE, with the South line of Lot 1 and lot 2, in 60 foot dedicated Road (not open), North 81 Deg. 37 Min.00 Sec. West, at 300.0 feet pass appoint at the common South corner between Lot 2 and Lot 1 and at 605.0 feet to the POINT OF BEGINNING. Containing 10.042 acres of land more or less, of which the South 30.0 feet containing 0.42 acre lies in 60 foot Dedicated Road (not open).

This legal description prepared from
Survey prepared by P. C. Medina
Dated 11/02/2001

Michael Fabian Surveying Inc.

Michael Fabian
Registered Professional Land Surveyor
4893
Firm # 10193965



Scanned with CamScanner

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0180

Date: December 12, 2023

1. Property Owner (required): Ruben L. Martinez 2. Phone: (956) 457-2289
3. Mailing Address: 301 Flagg Dr.
4. City: Edinburg State: Texas Zip: 78542
5. Owner's Email: rmtz1954@gmail.com 6. Cell No. (956) 457-2289
7. Agent (not owner): Ricardo Pedraza, PE 8. Agent's Phone: (512) 788-4629
9. Agent's Mailing Address: 1803 S Dominique Dr
10. City: Pharr State: Texas Zip: 78577
11. Agent's Email: rick@rudsecs.com
12. Address/Location being Rezoned: 301 Flagg Dr., Edinburg Texas 78577
13. Legal Description of Property: 14. Property ID(s): 278477
SANTA CRUZ GARDENS UT NO. 2 S1/2 LOTS 1 & 2 BLK 37 10AC GR 9.59AC NET
15. Zone Change: From: AO - Agriculture/Open Space To: RU - Residential, Urban
16. Existing Land Use: Single Family Home
17. Reason for Zone Change: To develop land for residential urban uses

RECEIVED
JAN 04 2023
By

Ricardo Pedraza
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 277776
MORENO NINFA T & ALFREDO
6102 N HWY 281
EDINBURG, TX 78542-2244

PID: 346730
SITEPRO RENTALS INC
1400 S LOOP 12
IRVING, TX 75060-6322

PID: 277768
GONZALES GILBERTO & LUCIA
6004 N EXPRESSWAY 281
EDINBURG, TX 78542-7142

PID: 277778
BMA MANAGEMNET LLC
2730 E COTTON ST
LONGVIEW, TX 75602-4730

PID: 277762
ELSIK KENNETH M & NORMA L
PO BOX 4444
MCALLEN, TX 78502-4444

PID: 277754
DONNA TRAILER REPAIR INC
5714 N US HWY 281
EDINBURG, TX 78542-1223

PID: 723508
MONTALVO SAMUEL III & MARIA
1922 MEADOW WAY DR
MISSION, TX 78572-7728

PID: 278494
GARZA LUIS OMAR & ERIKA L
2005 E 28TH
MISSION, TX 78574-2003

PID: 612572
RODRIGUEZ LIZZETTE B A/K/A
5406 VICTORY AVE
EDINBURG, TX 78542

PID: 278499
MARTINEZ AIDA
507 E DAVIS RD
EDINBURG, TX 78542-1209

PID: 571329
WYLD 5 INVESTMENTS LLC
5301 VILLAGE CREEK DR STE A
PLANO, TX 75093-4839

PID: 278478
ANZALDUA GUADALUPE & MARIA G
604 E RAMSEYER RD
EDINBURG, TX 78542-2228

PID: 278476
ANZALDUA ADALBERTO & CELIA L
508 E RAMSEYER RD
EDINBURG, TX 78542-4072

PID: 509702
ANZALDUA RONALDO & MAGDALENA
502 E RAMSEYER RD
EDINBURG, TX 78542-4072

PID: 509886
ANZALDUA OMAR
408 E RAMSEYER RD
EDINBURG, TX 78542-4054

PID: 278480
E & S CHAPA INVESTMENTS LLC
2400 PALMHURST DR
PALMHURST, TX 78573-8348

PID: 277764
TRIPLE PAWLIKS LLC
8715 HAWK HAVEN CT
RICHMOND, TX 77469-2167

PID: 278477
MARTINEZ RUBEN L & NANCY E
301 FLAG DR
EDINBURG, TX 78542-7042

ZONING CASE
OWNER NOTIFICATION LIST

PID: 278496
QUINTANILLA ADAN &
MARIA C
509 E DAVIS RD
EDINBURG, TX 78542

PID: 346732
WAUKESHA-PEARCE INDUSTRIES LLC
PO BOX 35068
HOUSTON, TX 77235

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURAL & OPEN SPACE (AO) DISTRICT TO RESIDENTIAL URBAN & TOWNHOME (RU) DISTRICT, BEING A 10.042 ACRE TRACT, BEING THE SOUTH ½ OF LOT 1 AND 2, BLOCK 37, SANTA CRUZ GARDENS UNIT NUMBER 2, LOCATED AT 301 WEST FLAG DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agricultural & Open Space (AO) District and the Residential Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of 10.042 Acre Tract, Being the South ½ of Lot 1 and 2, Block 37, Santa Cruz Gardens Unit Number 2, Located at 301 West Flag Drive, Edinburg, Hidalgo County, Texas, from Agricultural & Open Space (AO) District to Residential Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.D.
Cul-Mar-Dee Subdivision

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, Being Lot 2 and North ½ of Lot 4, Block 1, Cul-Mar-Dee Subdivision, Located at 801 South 3rd Avenue, as Requested by HNL Group LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is in the Cul-Mar-Dee Subdivision and is located on the south west corner of West Sprague Street and 3rd Avenue. The property has approximately 90 ft. of frontage along South 3rd Avenue and a lot depth of 150 ft. for a total area of 13,500 sq. ft. The requested zoning designation is the Residential, Multifamily (RM) District, which is the high intensity residential district intended to accommodate various multifamily residential uses. Densities associated with this type of development are generally only desirable in locations that have an urban character, but may be suited to other locations where multifamily uses serve a community need or in transitional zones. The applicant is seeking a zone change to bring the property up to compliance. The property is currently zoned Residential, Primary (RP), however it has multi-family residential uses.

Adjacent zoning is Residential, Multifamily (RM) District to the north, and Residential, Primary (RP) District to the east, south, and west. Surrounding uses are single-family residential and multi-family residential uses. The future land use designation for this property is Auto-Urban uses.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the existing uses in the surrounding area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. CC Agenda Packet Attachments
B. Ordinance- HNL Group LLC RP to RM

MEETING DATES:
PLANNING & ZONING COMMISSION – 2/13/24
CITY COUNCIL – 3/5/24
DATE PREPARED – 2/7/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

APPLICANT: HNL Group, LLC.

AGENT: N/A

LEGAL: Being Lot 2 and North ½ of Lot 4, Block 1, Cul-Mar-Dee Subdivision

LOCATION: 801 South 3rd Avenue

LOT/TRACT SIZE: 13,500 sq. ft.

CURRENT USE: Multi Family Development

PROPOSED USE: Multi Family Development

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Multifamily (RM) District
South – Residential, Primary (RP) District
East – Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District.

REZONING REQUEST
HNL GROUP, LLC.

EVALUATION

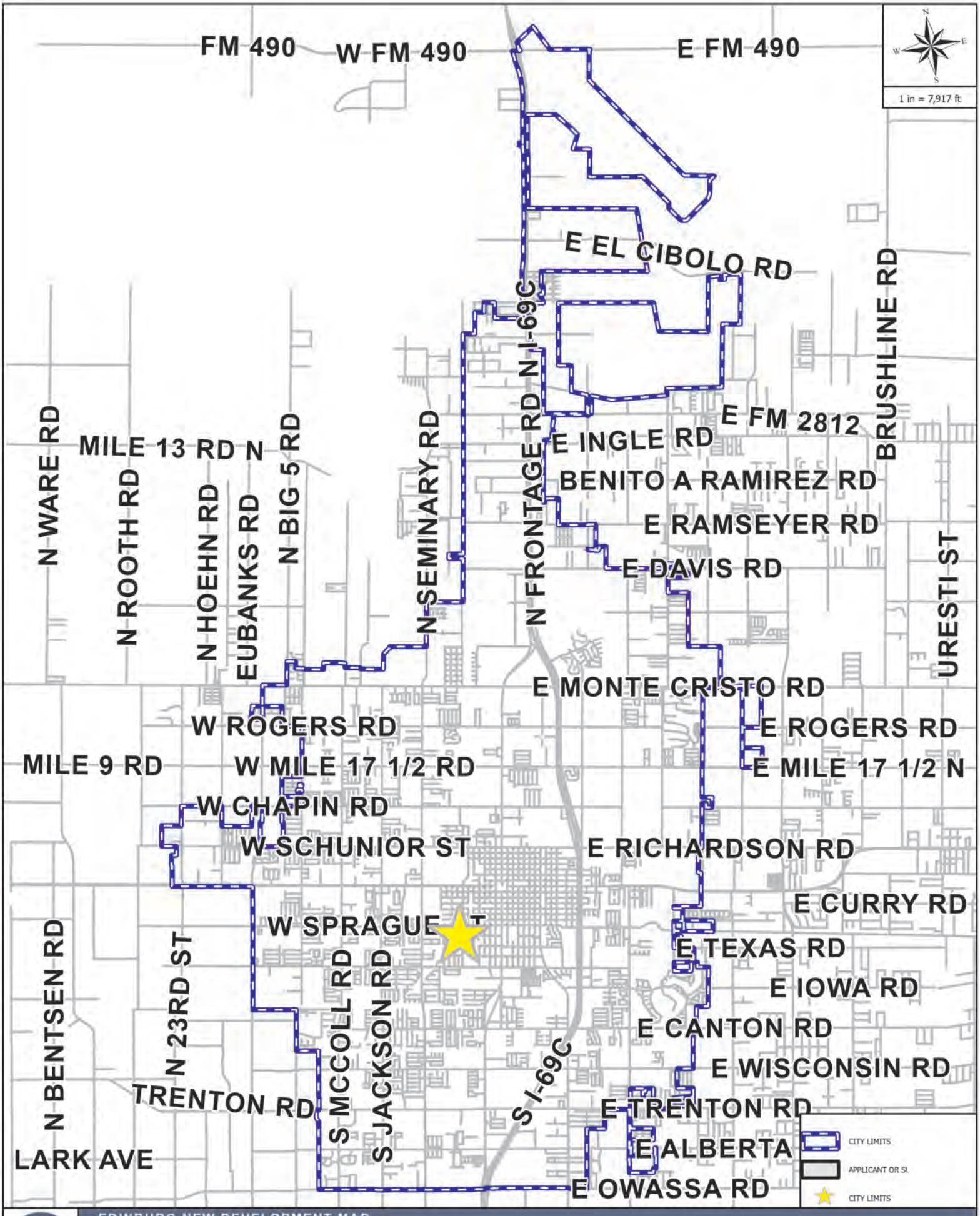
The following is staff's evaluation of the request:

1. There is existing multi-family residential uses in the surrounding area.
2. There is need for additional housing in the community.
3. The proposed zoning is not consistent with the adjacent zoning districts.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the existing uses in the surrounding area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 34 neighboring property owners on Friday, February 2, 2024 and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

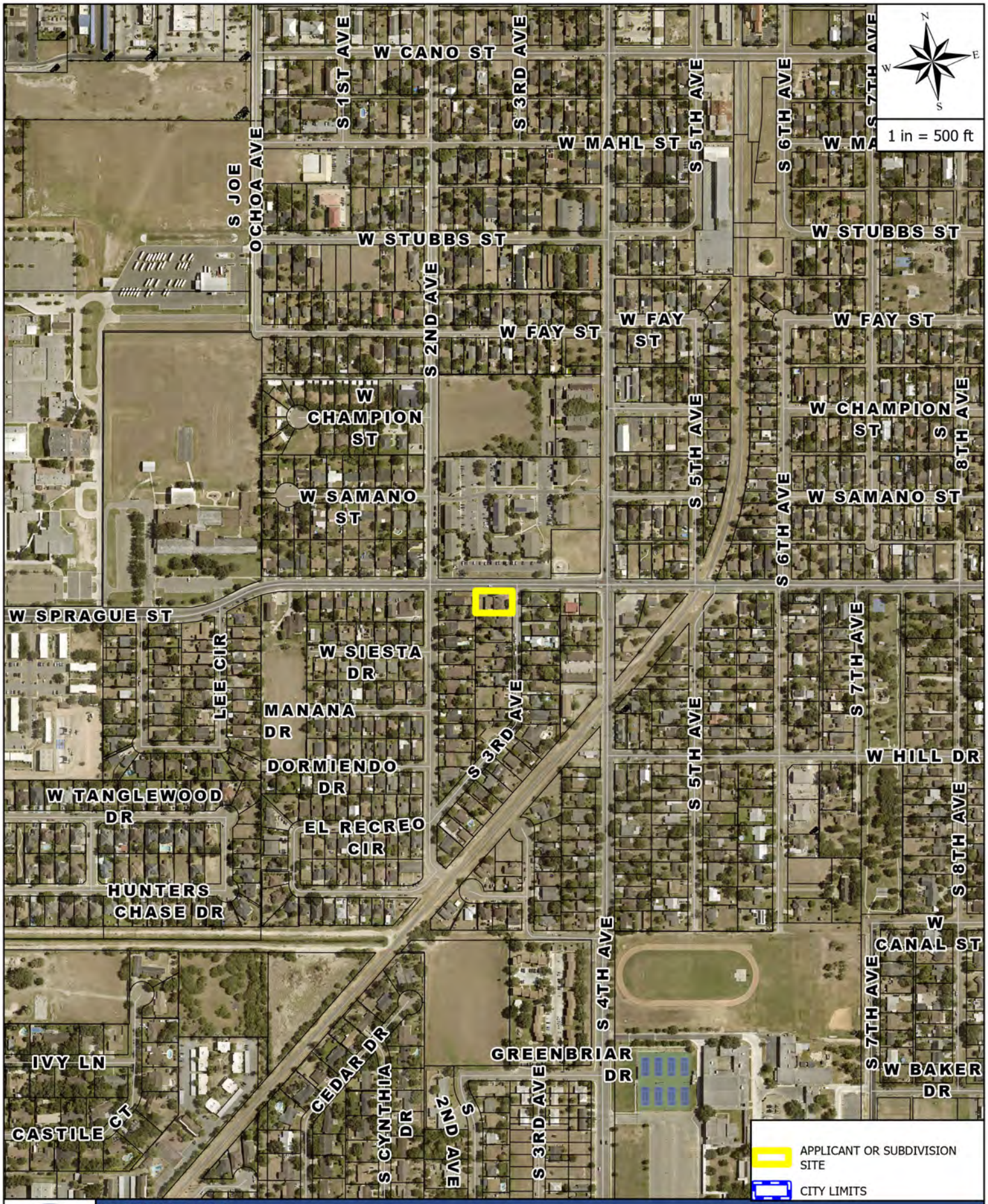
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

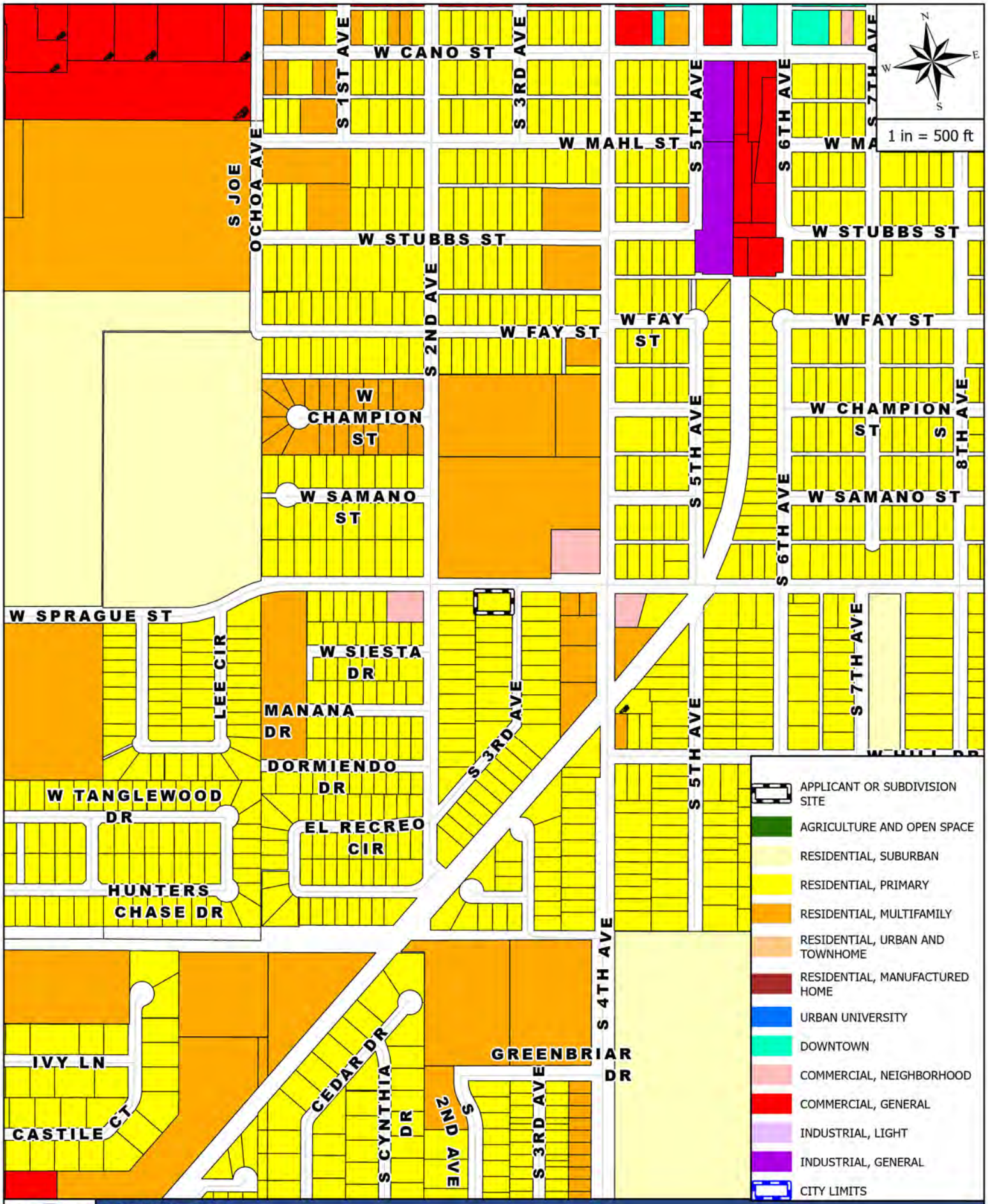
RZNE-2024-0181 HNL GROUP LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

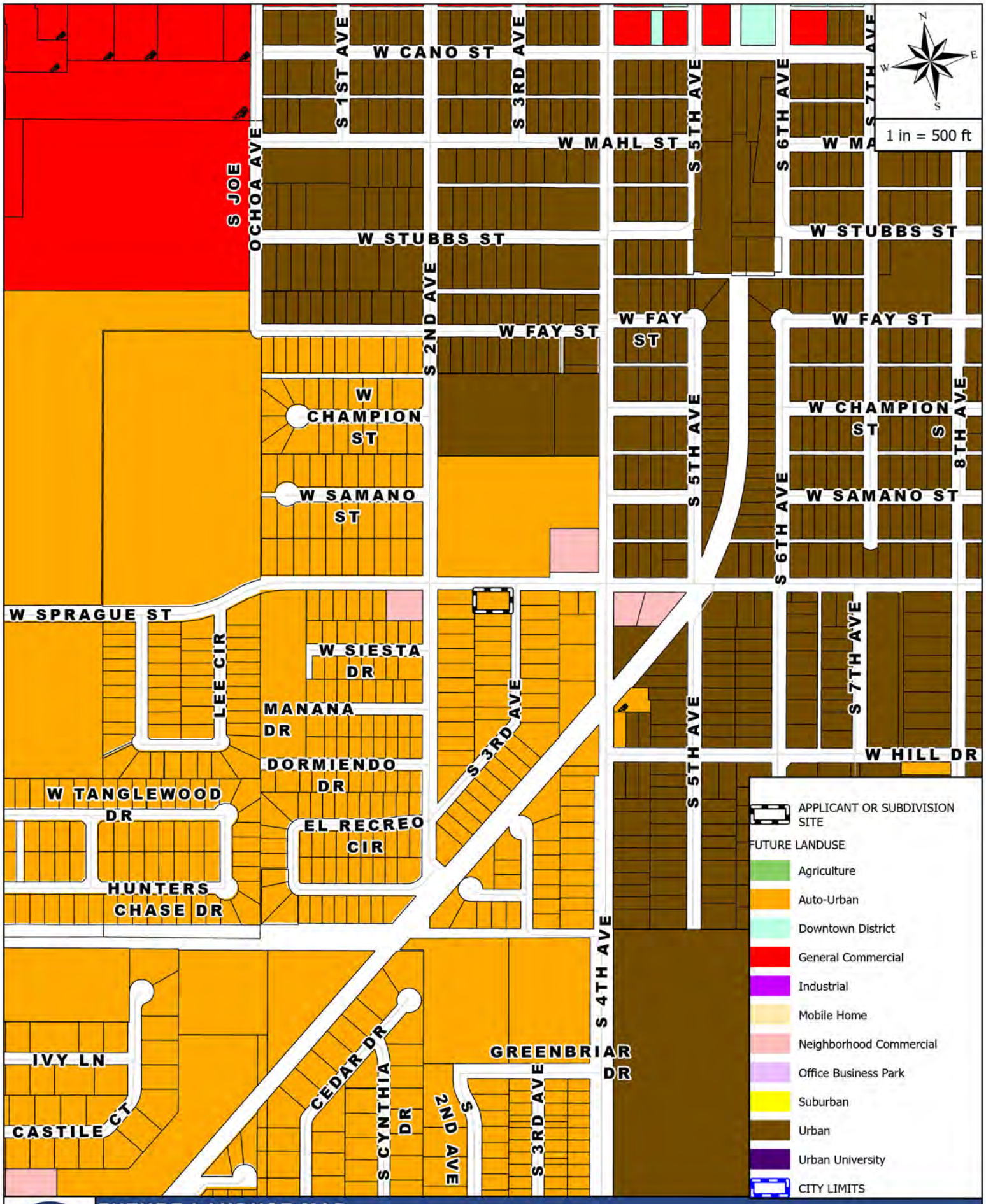
RZNE-2024-0181 HNL GROUP LLC



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0181 HNL GROUP LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0181 HNL GROUP LLC



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0181 HNL GROUP LLC

Rezoning Request Site Photo

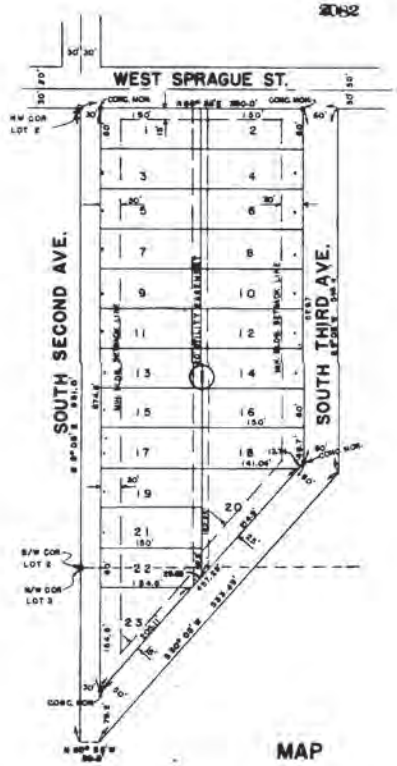
HNL Group

801 South 3rd Avenue



2042

FILED FOR RECORD THIS DATE
At 2:34 o'clock P M
FEB 8 1965
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By M. Medley Deputy



SCALE 1" = 100'

APPROVED FOR RECORDING
COMMISSIONERS' COURT
This the 2nd day of February 1965
Julio Guzman County Clerk
By Lucia McBurnett Deputy

MAP OF CUL-MAR-DEE SUBDIVISION

BEING A RESUBDIVISION OF 6.54 ACRES OUT OF LOTS 2 and 3, SUBDIVISION H ORIGINAL TOWNSITE OF EDINBURG, HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

APPROVED FOR RECORDING
DATE 2-2-65

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
DECEMBER 2, 1964

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THE HIDALGO MORTGAGE CO., OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE ACCOMPANYING MAP AND DOES HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS THEREON SHOWN.

HIDALGO MORTGAGE COMPANY

J. C. Looney
J. C. LOONEY, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. C. LOONEY, PRESIDENT OF HIDALGO MORTGAGE COMPANY, TO ME KNOWN AS SUCH AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3rd DAY OF DECEMBER A. D., 1964.

Carrie Lou Parrish
NOTARY PUBLIC IN AND FOR Carrie Lou Parrish
HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY THE CITY OF EDINBURG PLANNING AND ZONING BOARD ON THIS THE 10th DAY OF December A.D., 1964.

David H. Smith
DAVID H. SMITH, CHAIRMAN

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, TEXAS, ON THIS THE 15 DAY OF December A. D., 1964.

A. R. Ramirez
A. R. RAMIREZ, MAYOR

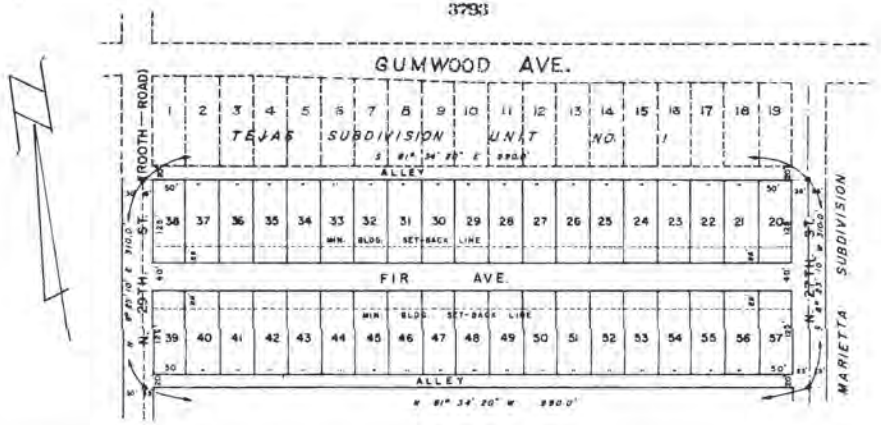
ATTEST:
CITY SECRETARY

This plat approved by the Hidalgo County Water Control & Improvement District Number One on this the 7th day of January A.D. 1965

Attest: Tom W. Curl
Secretary

W. L. Hinchman
President

3793



NOTE: Map of "Tejas Sub. Unit #1" recorded in Vol. 15, p. 9, Map Records, Hidalgo County, Texas

APPROVED FOR RECORDING
DATE 3-2-65

MAP OF TEJAS SUBDIVISION UNIT NO. 2 M ALLEN, TEXAS

BEING A SUBDIVISION OF THE SOUTH 310 FEET OF THE NORTH 475 FEET OF LOTS 69, 70, & 71, BLK. 2, C.E. HAMMOND'S SUBDIVISION OF PORCIONES 61, 62, 63, & 64, HIDALGO COUNTY, TEXAS.
Containing 7.08 Acres

SCALE: 1" = 100' DATE: 1-18-65

APPROVED FOR RECORDING
COMMISSIONERS' COURT
This the 2nd day of March 1965
Julio Guzman County Clerk
By Lucia McBurnett Deputy

I, C. L. FABIAN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON SHOWN AS PLATTED BY ME FROM SURVEY OF THE OUTSIDE BOUNDARIES OF SAME.

C. L. Fabian
C. L. FABIAN
REGISTERED PUBLIC SURVEYOR
MC ALLEN, TEXAS

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT ART BUILDERS, INCORPORATED, OWNER OF THE LANDS HEREON MAPPED AND PLATTED, DOES HEREBY DEDICATE THE SURFACE USE OF THE STREETS AND ALLEYS SHOWN ON THE ABOVE MAP TO THE USE OF THE PUBLIC AND UNTO THE CITY OF MC ALLEN, TEXAS, SO LONG AS IT SHALL ACCEPT, MAINTAIN AND PROTECT THE SAME TO THE USE AND BENEFIT OF THE PUBLIC.

IN TESTIMONY WHEREOF, ART BUILDERS, INCORPORATED, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 26th DAY OF January A.D. 1965.

FILED FOR RECORD THIS DATE
At 1:30 o'clock P M
MAR 2 1965
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By M. Medley Deputy

ATTEST:
Leon Rapp
LEON RAPP, SECRETARY

ART BUILDERS, INC.
By: Arthur J. Haurman
ARTHUR J. HAURMAN, PRES.

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARTHUR J. HAURMAN, PRESIDENT OF ART BUILDERS, INC., OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE 26th DAY OF January A.D. 1965.

Flora C. McBride
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS
FLORA C. McBRIDE
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY THE MC ALLEN ZONING AND PLANNING BOARD ON THIS THE 1st DAY OF February A.D. 1965.

MC ALLEN ZONING AND PLANNING BOARD
By: Ben Bilbrey
BEN BILBREY, CHAIRMAN

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF MC ALLEN, TEXAS ON THIS THE 1st DAY OF February A.D. 1965.

Isabel Sanchez
ISABEL SANCHEZ, CITY CLERK

Paul G. Veale
PAUL G. VEALE, MAYOR

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 ON THIS THE ____ DAY OF _____ A.D. 1965.

ATTEST:
Tom W. Curl
SECRETARY

Richard W. Hinchman
PRESIDENT

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0181

Date: 1-8-24

1. Property Owner (required): HNL Group LLC 2. Phone: 956-638-1714
3. Mailing Address: 23614 Oak Knoll dr
4. City: Edcouch State: Tx Zip: 78538
5. Owner's Email: hnlgroup.eddie@gmail.com 6. Cell No. 956-638-1714
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 801 S. 3rd Ave Edinburg, TX. 78539
13. Legal Description of Property: 14. Property ID(s): 156393

Cul-Mar-Dee Lot 2 & N 1/2 Lot 4 Blk 1

15. Zone Change: From: Residential To: Multi Family
16. Existing Land Use: Triplex apartments
17. Reason for Zone Change: Loan purpose for business improvements

Heriberto Perez
(Please Print Name)

Signature

RECEIVED
JAN 08 2024
By

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 156405
TEJADA ARNOLDO & MICHELL
DANETHSI GONZALEZ ALFERES
907 S 3RD AVE
EDINBURG, TX 78539-4240

PID: 156393
HNL GROUP LLC
3909 TULIPAN ST
MISSION, TX 78573-5004

PID: 156395
SALAZAR ROGELIO & HERLINDA G
809 S 3RD AVE
EDINBURG, TX 78539-4238

PID: 156397
GARZA IMELDA D ETAL
2104 CRUZ CIR
EDINBURG, TX 78541-8106

PID: 156402
MNB LLC
600 E NEWPORT LN
MCALLEN, TX 78501-1101

PID: 228054
SFC EV LP
638 CAMINOS DE LOS MARES
STE H130-467
SAN CLEMENTE, CA 92673

PID: 228053
OCHOA JOSE
3400 WATERLILLY AVE
MCALLEN, TX 78504-5266

PID: 156399
RAMOS DOMINGO & MARIA G
914 S 3RD AVE
EDINBURG, TX 78539-4241

PID: 156403
AVELAR ELMER & JENNIFER
PO BOX 4155
EDINBURG, TX 78540-4155

PID: 156398
CANTU ALBERTO
814 S 2ND AVE
EDINBURG, TX 78539-4037

PID: 156400
CASTILLEJA ANTERO & ESTELA
822 S 2ND AVE
EDINBURG, TX 78539-4037

PID: 156401
TRUJILLO LIBBY
2300 E 28TH ST
MISSION, TX 78574-1910

PID: 156404
ALFARO RUBEN SR & ANGELICA G
900 S 2ND AVE
EDINBURG, TX 78539-4039

PID: 198278
AGUILLON GABRIELA
304 E CANO
EDINBURG, TX 78539-4512

PID: 288900
DE LEON MA LUISA & JUAN LEONEL
1000 W SAMANO ST
EDINBURG, TX 78539-4053

PID: 156420
GUZMAN ROBERTO & RAMONA
900 S 3RD AVE
EDINBURG, TX 78539-4241

PID: 156418
HINOJOSA OTILIA
820 S 3RD AVE
EDINBURG, TX 78539-4239

PID: 156416
GUTIERREZ ZULEMA R
ZELDA GUERRERO G ET
810 S 3RD AVE
EDINBURG, TX 78539-4239

ZONING CASE
OWNER NOTIFICATION LIST

PID: 167724
BARRAZA JOSE ISAAC
1006 LAS BRISAS
MISSION, TX 78574-0499

PID: 167722
RUIZ MARIA NOELIA
1003 SIESTA DR
EDINBURG, TX 78539-4056

PID: 167723
SALINAS ROBERTO & DALILAH E
1001 SIESTA DR
EDINBURG, TX 78539-4056

PID: 288898
ALAFA SYLVIA
1007 W SPRAGUE ST
EDINBURG, TX 78539-4060

PID: 288899
GOMEZ YURIANA BAILON
1001 W SPRAGUE
EDINBURG, TX 78539-4060

PID: 156392
GARZA GABRIELA
918 W SPRAGUE
EDINBURG, TX 78539-4251

PID: 156396
CANTU ALBERTO & MARIA
814 S 2ND AVE
EDINBURG, TX 78539-4037

PID: 156415
VASQUEZ ROSA R
10500 N 26TH ST
MCALLEN, TX 78504-6331

PID: 156414
HINOJOSA DANIEL D
802 S 3RD AVE
EDINBURG, TX 78539-4239

PID: 156394
GARZA ALICIA
808 S 2ND AVE
EDINBURG, TX 78539-4037

PID: 198279
AGUILLON GABRIELA
304 E CANO
EDINBURG, TX 78539-4512

PID: 198281
VILLALPANDO JOSE BENITO
17461 PAINE ST
FONTANA, CA 92336-2728

PID: 156419
ALDAPE MARIA & JOSE T
824 S 3RD AVE
EDINBURG, TX 78539-4239

PID: 156417
ESPINOZA RICARDO & CELIA L
818 S 3RD AVE
EDINBURG, TX 78539-4239

PID: 198280
AGUILLON GABRIELA
304 E CANO
EDINBURG, TX 78539-4512

PID: 163924
BENAVIDES RAFAEL SALINAS
2100 N 51TH ST
MCALLEN, TX 78501

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING LOT 2 AND NORTH ½ OF LOT 4, BLOCK 1, CUL-MAR-DEE SUBDIVISION, LOCATED AT 801 SOUTH 3RD AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 2 and North ½ of Lot 4, Block 1, Cul-Mar-Dee Subdivision, Located at 801 South 3rd Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.E.
Steele & Pershing Subdivision

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agricultural and Open Space (AO) District to Commercial, General (CG) District, Being 1.00 Acre out of Lot 2, Block 4, Steele & Pershing Subdivision, Located at 3100 West Trenton Road, as Requested by MVP Partnership LTD. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the south side of West Trenton Road, approximately 605.16 feet west of South McColl Road. The property has 145.20 ft. of frontage on West Trenton Road and a depth of 300.00 ft. for a total area of 1 acre. The lot is currently vacant. The requested zoning designation is the primary commercial district and accommodates a wide range of commercial uses. The proposed use is for a fast-food restaurant with drive through development at this location.

The property is currently zoned Agricultural & Open Space (AO) District. Adjacent zoning is Agricultural & Open Space (AO) District to the east, west and south and Commercial, General (CG) District to the north. The future land use designation is for Office Business Park uses at this location.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

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

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

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 3/1/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. CC Agenda Packet Attachments
B. Ordinance - MVP Partnership LTD- AO to CG

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/2024
CITY COUNCIL –03/05/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agricultural & Open Space (AO) District to Commercial, General (CG) District

APPLICANT: MVP Partnership LTD.

AGENT: Melden & Hunt, Inc.

LEGAL: Being 1.00 acre out of Lot 2, Block 4, Steele & Pershing Subdivision

LOCATION: 3100 West Trenton Road

LOT/TRACT SIZE: 1 acre

CURRENT USE: Vacant

PROPOSED USE: Fast food restaurant with drive through

EXISTING ZONING: Agricultural & Open Space (AO) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Agricultural & Open Space (AO) District
East – Agricultural & Open Space (AO) District
West – Agricultural & Open Space (AO) District

LAND USE PLAN: Office Business Park

PUBLIC SERVICES: City of Edinburg Sewer and Water

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agricultural & Open Space (AO) District to Commercial, General (CG) District

REZONING REQUEST
MVP PARTNERSHIP LTD.

EVALUATION

The following is staff's evaluation of the request.

1. Adjacent land uses consist of commercial businesses and vacant land.

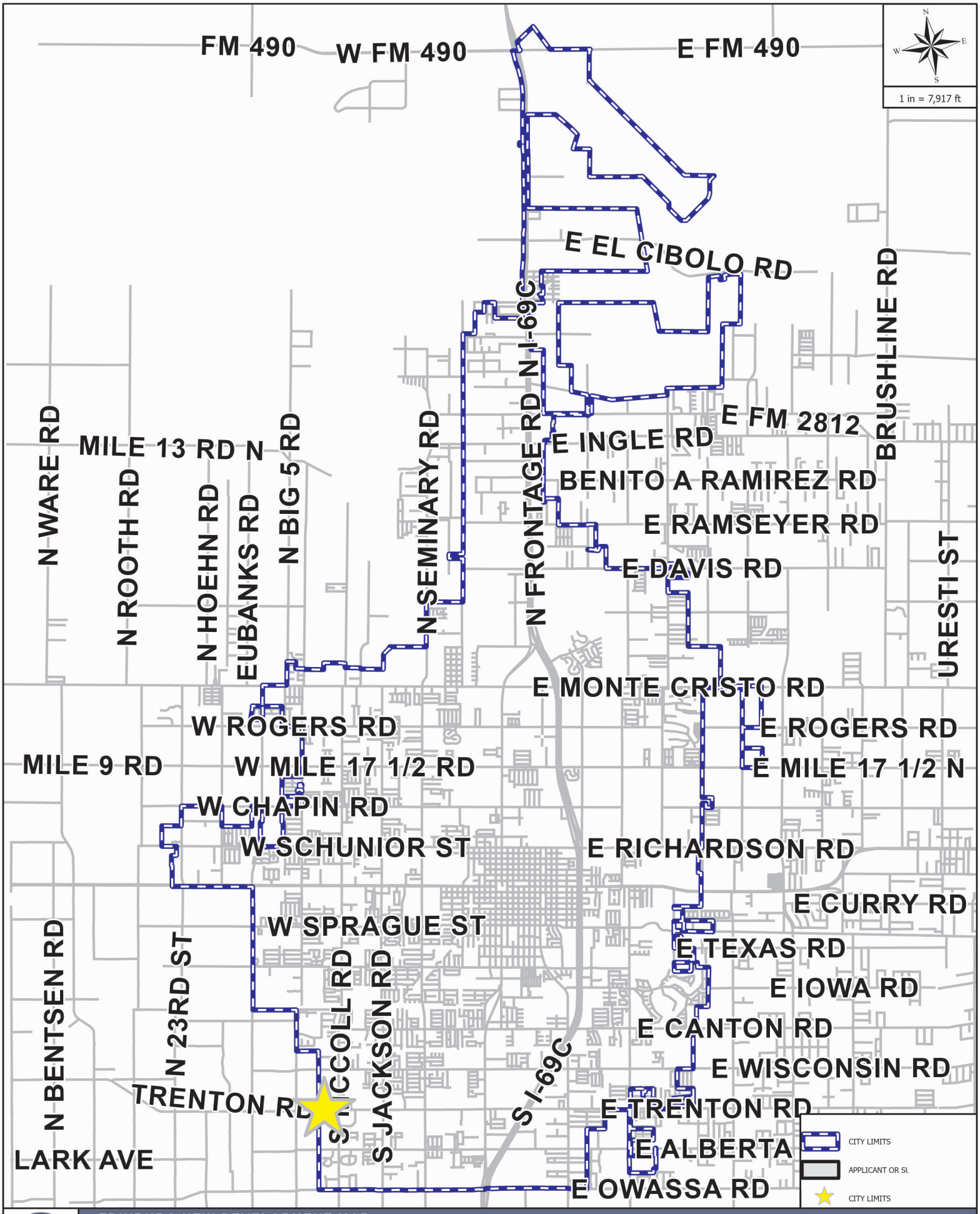
2. The proposed zoning and land use is consistent with the adjacent land uses and character of the neighborhood.

3. West Trenton Drive is classified as a Principal Arterial Street. As such, it is better suited to commercial uses.

Staff recommends approval of the Rezoning Request from Agricultural & Open Space (AO) District to Commercial, General (CG) District based on adjacent zoning and the location on West Trenton Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

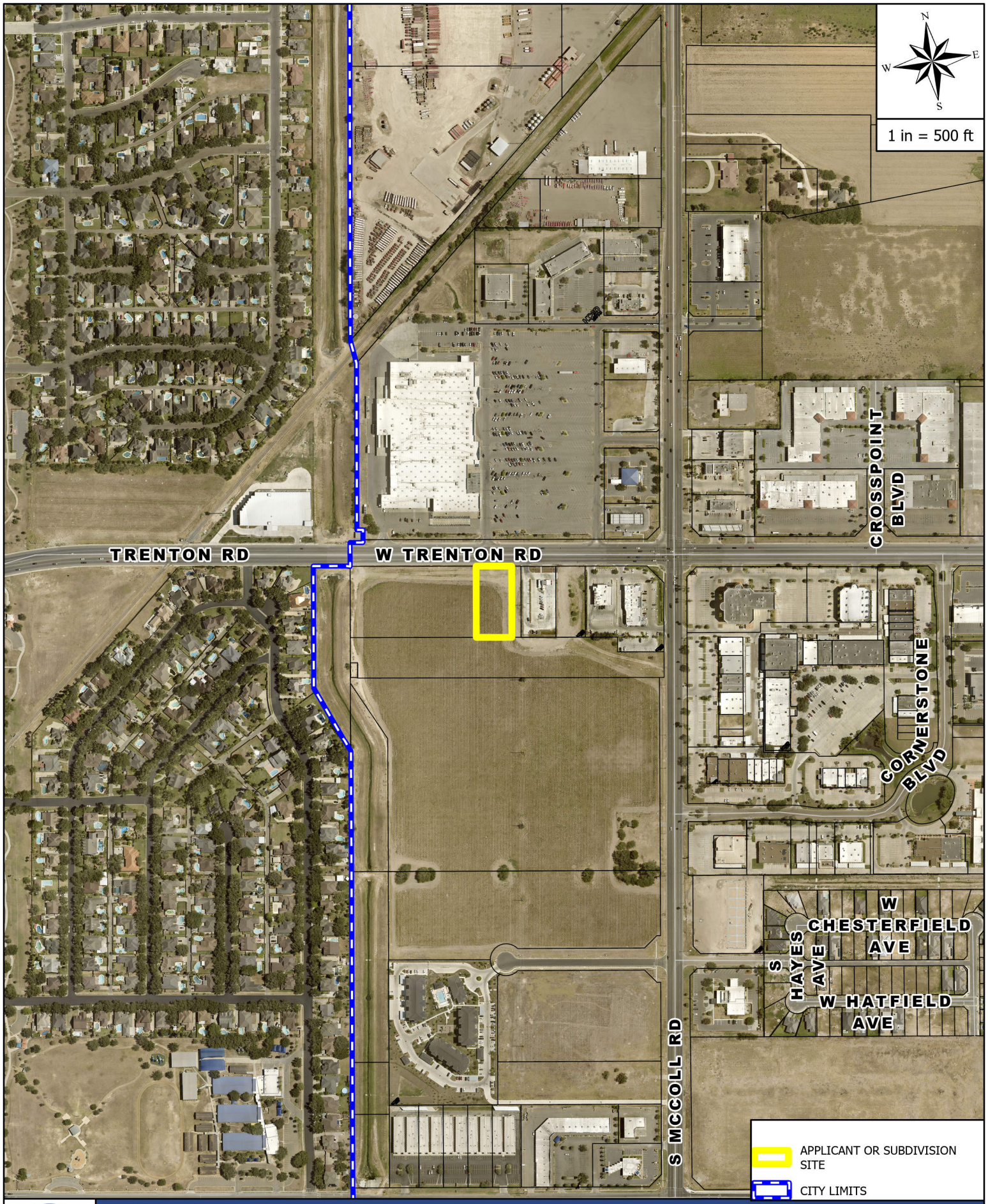
ATTACHMENTS: Aerial Photo
Site Map
Zoning Map
Future Land Use Map
Photo of Site
Exhibits



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

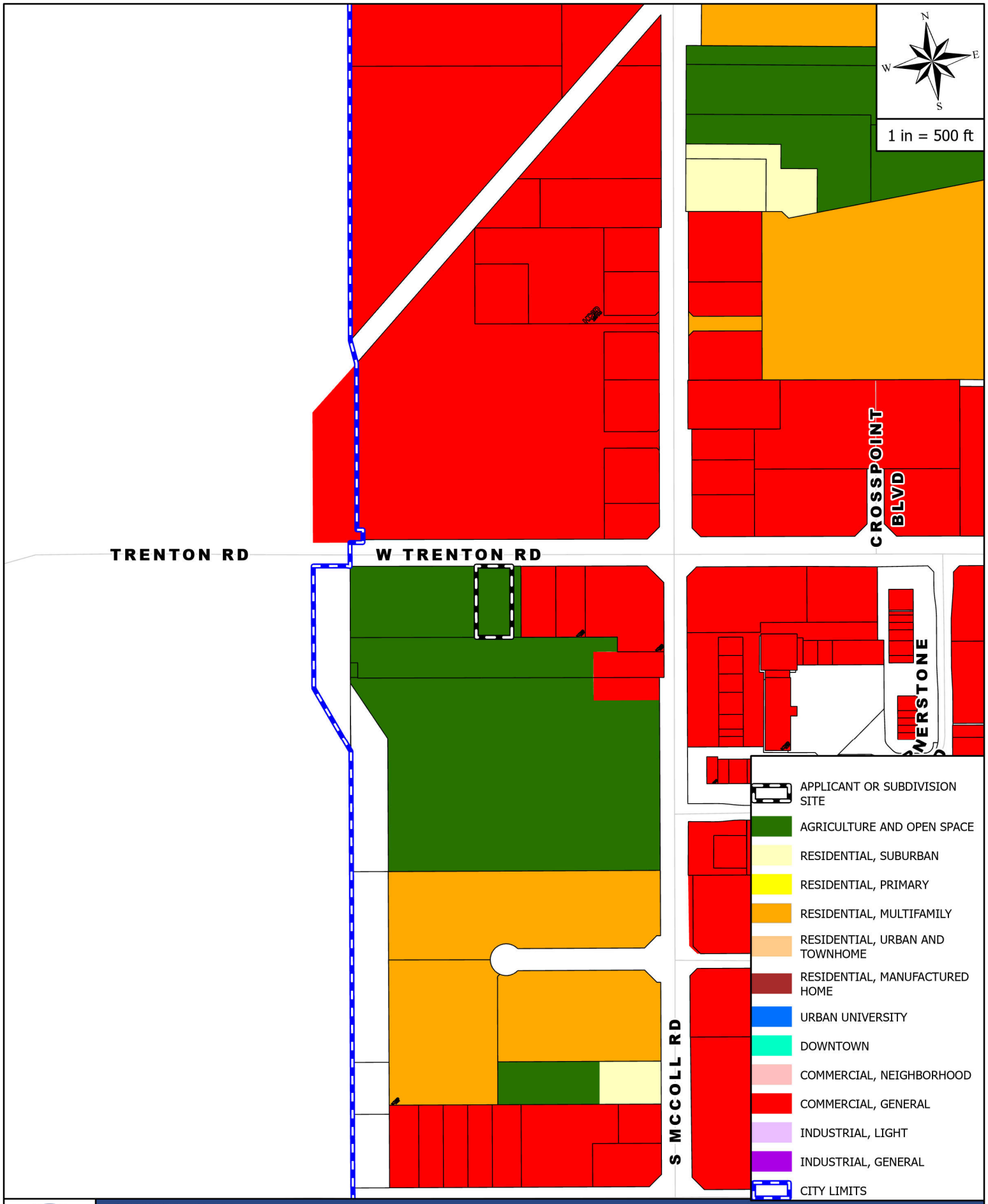
RZNE-2023-0179 MVP PARTNERSHIP LTD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

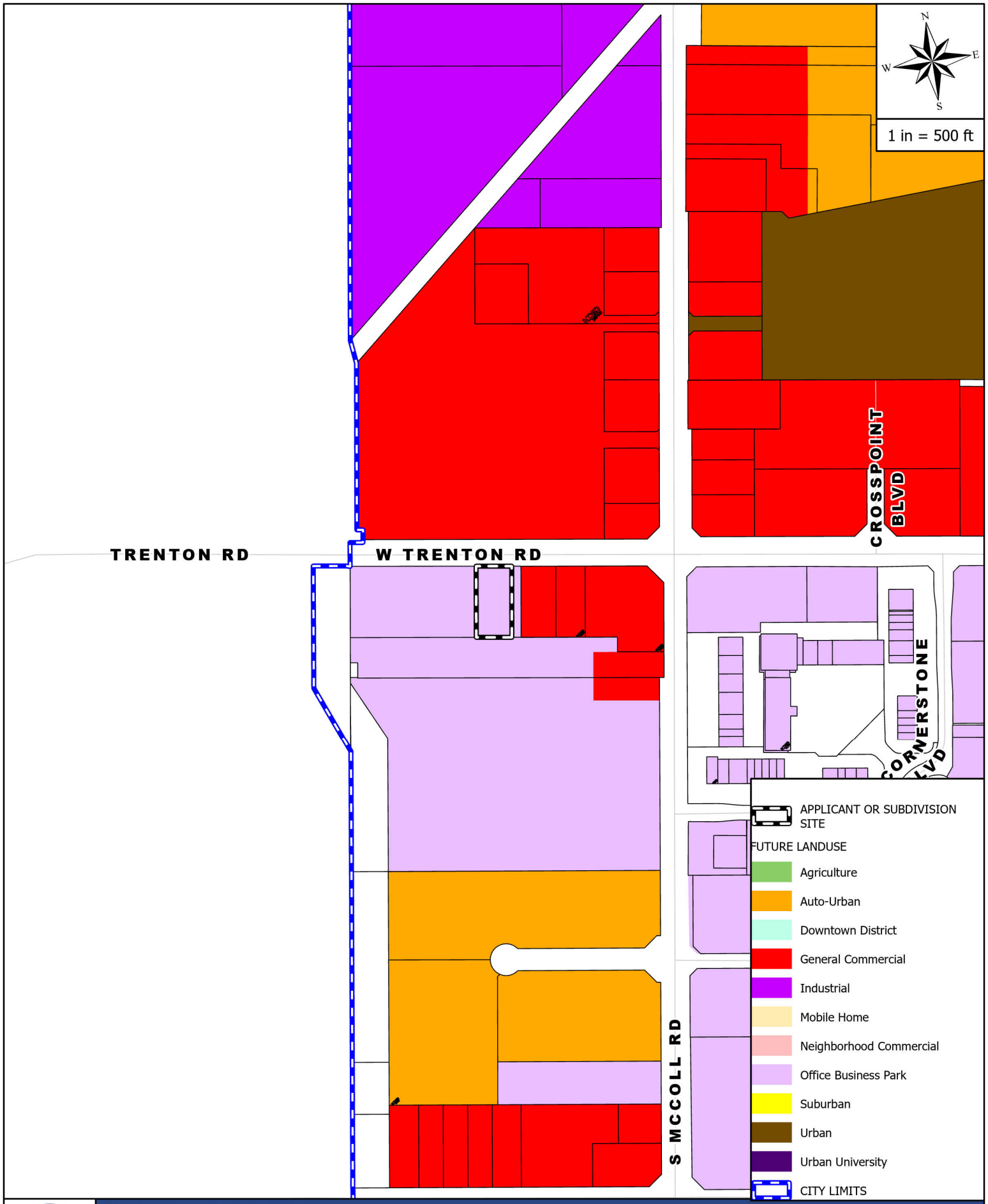
RZNE-2023-0179 MVP PARTNERSHIP LTD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

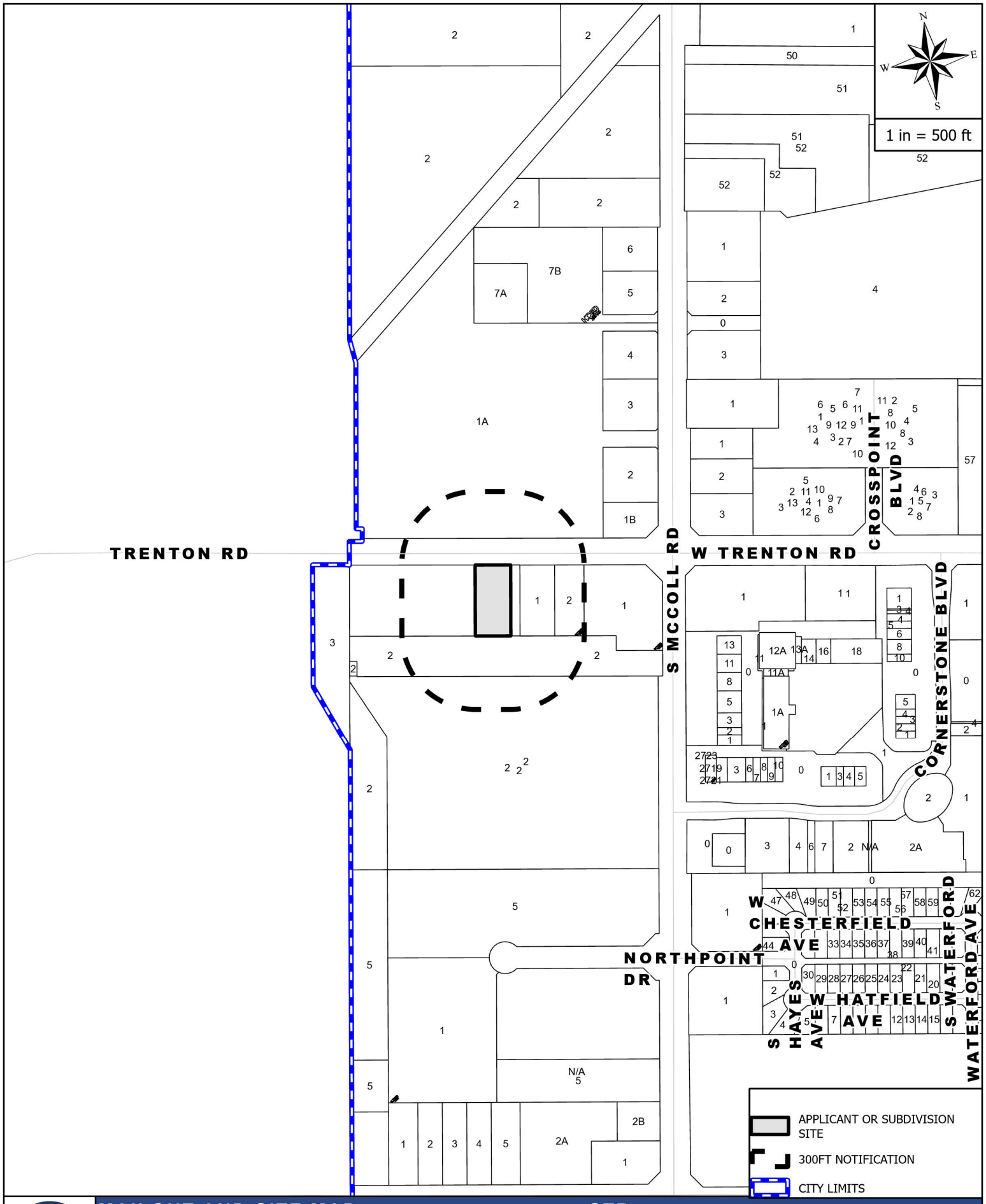
RZNE-2023-0179 MVP PARTNERSHIP LTD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0179 MVP PARTNERSHIP LTD



MAILOUT AND SITE MAP —— STR

APPLICANT AND/OR SUBDIVISION:

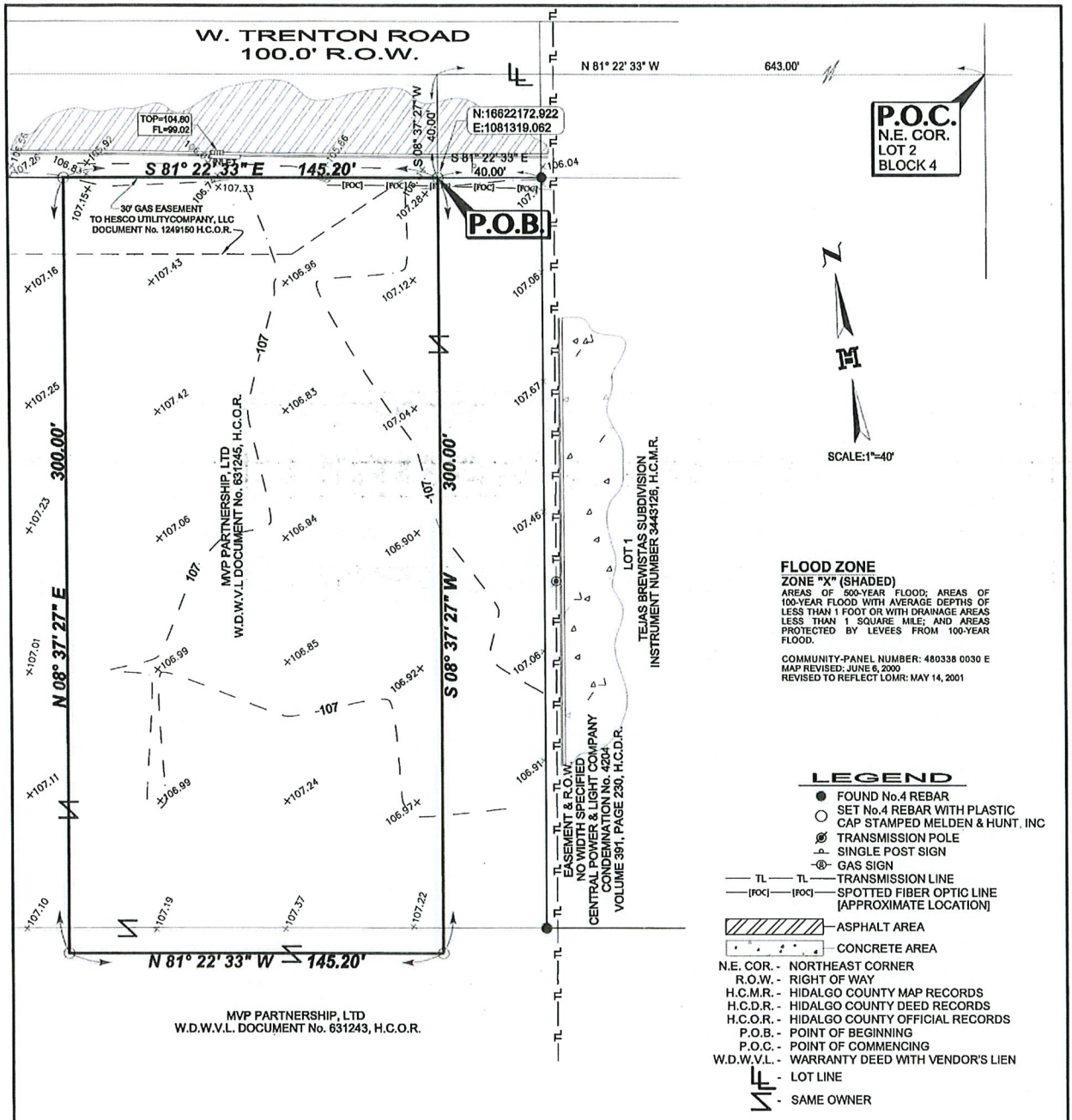
RZNE-2023-0179 MVP PARTNERSHIP LTD

Rezoning Request Site Photo

MVP PARTNERSHIP LTD.

3100 W. TRENTON RD.





FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2001

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- TRANSMISSION POLE
- SINGLE POST SIGN
- GAS SIGN
- TL — TL — TRANSMISSION LINE
- [FOC] — [FOC] — SPOTTED FIBER OPTIC LINE [APPROXIMATE LOCATION]
- ASPHALT AREA
- CONCRETE AREA

N.E. COR. - NORTHEAST CORNER
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
W.D.W.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
- LOT LINE
- SAME OWNER

PLAT SHOWING
1.00 ACRE OUT OF
LOT 2, BLOCK 4
STEELE & PERSHING SUBDIVISION
VOLUME 8, PAGE 114, H.C.D.R.
HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR SET AT THE NORTHWEST CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND AT THE NORTHWEST CORNER OF LOT 1, TEJAS BREWISTAS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 3443126, HIDALGO COUNTY MAP RECORDS.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
5. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF AN IN HOUSE SURVEY MADE ON 5/10/23 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 01/03/2024

PAGE: 2 OF 2

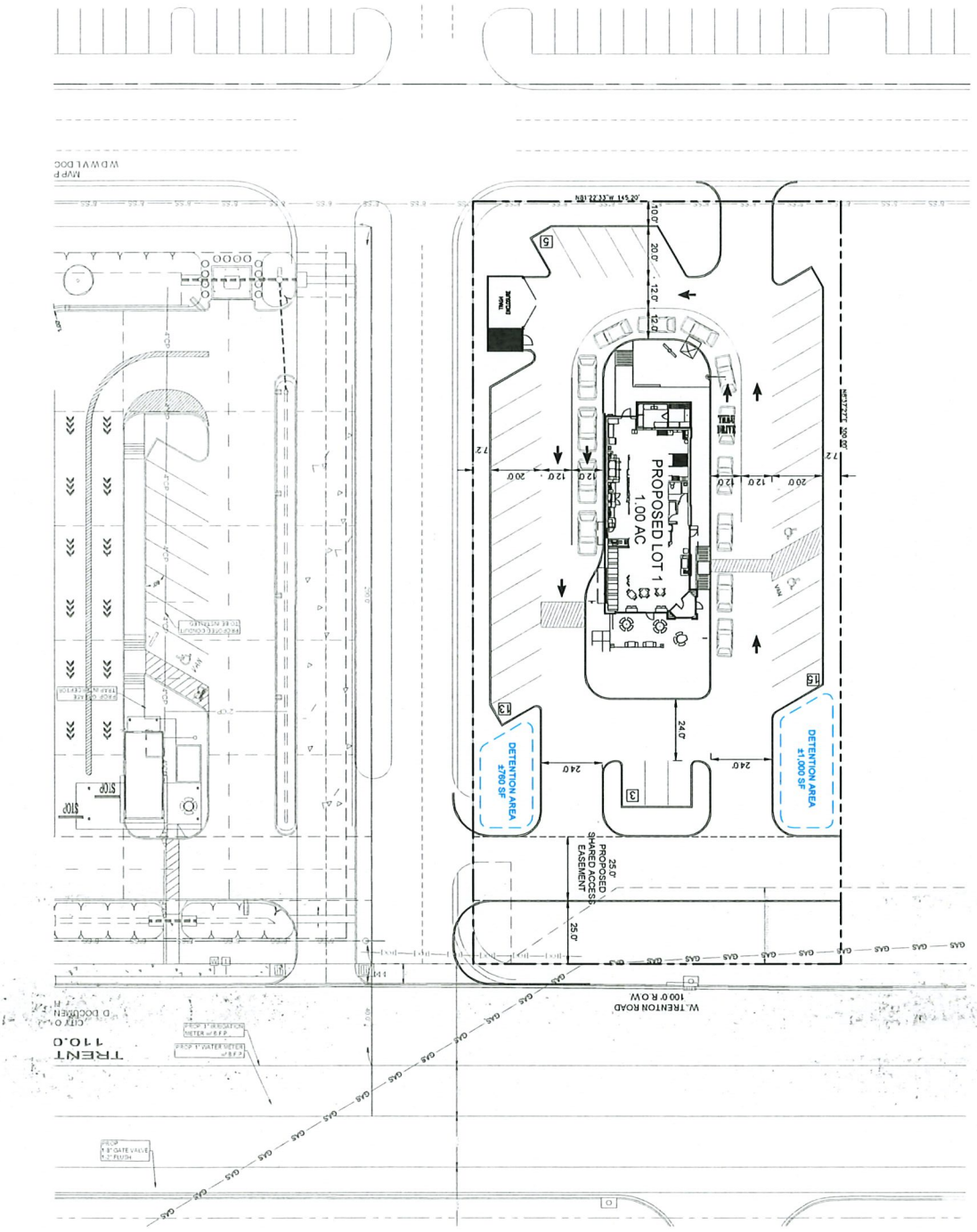
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

REVISED: 01/03/2024
BOOK: T-1195, PG. 64
DATE: 5/16/2023
JOB No. 23478.08
FILE NAME: 23478.08 PAD
DRAWN BY: J.C./B.M./J.L.G.

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

© COPYRIGHT 2024 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

IMAGES Aerial
XREFS XREF Body - XREF mlw - XREF XSM Plan Border - XREF Masterplan
PLOTTED BY LANDON, JEFF 12/18/2023 4:17 PM
DWG NAME K:\FTW_CIVIL\095000000 - FIVE POINT - EDINBURG FREDDYS\DWG\PLANSHEETS (XSM)\C-SITE PLAN.DWG
LAST SAVED 12/18/2023 4:17 PM
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



SHEET NUMBER C-200	SITE PLAN	FREDDY'S - EDINBURG CITY OF EDINBURG HIDALGO COUNTY, TEXAS	PROJECT No. XXXXXXXXX DATE: DECEMBER 2023 SCALE: AS SHOWN DESIGNED BY: KHA DRAWN BY: KHA CHECKED BY: KHA	Kimley»Horn	Kimley»Horn 801 CHERRY ST, UNIT 11, STE 950, FORT WORTH, TX 76102 PHONE: 817.335.6511 FAX: 817.335.5070 TEXAS REGISTERED ENGINEERING FIRM F-928	No.	REVISIONS	DATE	BY

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0179

Date: **January 3, 2024**

1. Property Owner (required): **MVP Partnership LTD** 2. Phone: **(956) 630-0081**
3. Mailing Address: **4401 N McColl Road**
4. City: **McAllen** State: **TX** Zip: **78504**
5. Owner's Email: _____ 6. Cell No. _____
7. Agent (not owner): **Melden & Hunt, Inc.** 8. Agent's Phone: **381-0981**
9. Agent's Mailing Address: **115 W McIntyre Street**
10. City: **Edinburg** State: **TX** Zip: **78541**
11. Agent's Email: **mario@meldenandhunt.com**
12. Address/Location being Rezoned: **W. Trenton Road & McColl Road**
13. Legal Description of Property: 14. Property ID(s): **289988**

1.000 Acre o/o Lot 2 Blk 4 Steele & Pershing Subdivision Volume 8, Page 114
H.C.D.R. Hidalgo County Texas

15. Zone Change: From: **AO - Agriculture/Open Space** To: **CG - Commercial, General**
16. Existing Land Use: **Property is currently vacant**
17. Reason for Zone Change: **Proposing a Commercial Development**

RECEIVED
JAN 03 2024
By

Mario A. Reyna
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY Anaisa Licerio DATE RECEIVED 1/3/2024

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 726047
WAL-MART STORES TEXAS LP #3886
PO BOX 8050
BENTONVILLE, AR 72712-8055

PID: 289990
HOJ 7 BREW EDINBURGH LP
8343 DOUGLAS AVE STE 350
DALLAS, TX 75225-5886

PID: 289992
MVP PARTNERSHIP LTD
4311 N MCCOLL RD
MCALLEN, TX 78504-2446

PID: 289994
MVP PARTNERSHIP LTD
4311 N MCCOLL RD
MCALLEN, TX 78504-2446

PID: 1016211
MARVAL PLAZA LLC
2511 BUDDY OWENS AVE
MCALLEN, TX 78504-5427

PID: 289988
MVP PARTNERSHIP LTD
4311 N MCCOLL RD
MCALLEN, TX 78504-2446

PID: 289989
MVP PARTNERSHIP LTD
4311 N MCCOLL RD
MCALLEN, TX 78504-2446

PID: 542850
MVP PARTNERSHIP LTD
4311 N MCCOLL RD
MCALLEN, TX 78504-2446

PID: 1473315
RS TRENTON LLC
2560 KING ARTHUR BLVD STE 124 104
LEWISVILLE, TX 75056

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURAL & OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 1.00 ACRE OUT OF LOT 2, BLOCK 4, STEELE & PERSHING SUBDIVISION, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agricultural & Open Space (AO) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being 1.00 acre out of Lot 2, Block 4, Steele & Pershing Subdivision, Edinburg, Hidalgo County, Texas, from Agricultural & Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.F.
Palo Blanco Subdivision

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District, Being 0.18 of One Acre Tract of Land Out of Lot 13, Palo Blanco Subdivision, Located at 3116 Hackberry Lane, as Requested by Benjamin Worsham on Behalf of William & Sylvia Worsham. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the east side of Hackberry Lane, approximately 1,080.12 ft. south of West Canton Road. The lot has 80.00 ft. of frontage on Hackberry Lane and 99.00 ft. of depth for a total lot area of 7,920 square feet. The requested zoning designation is a higher density single-family residential district. The applicant is proposing to replat to an urban/townhome development at this location.
The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to the north, east and west and Residential, Suburban (RS) District to the south. The property currently has a shed and a light pole, to be removed if the rezoning request is approved. Adjacent land uses are all single-family residential and a ditch to the south of the property. The future land use designation is for Auto-Urban uses at this location.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

The Planning & Zoning Commission recommended with a vote of 5-1 to approve the Rezoning Request.

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

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. CC Agenda Packet Attachments
B. Ordinance-Benjamin Worsham RP to RU

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/2024
CITY COUNCIL – 03/05/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District

APPLICANT: William & Sylvia Worsham

AGENT: Benjamin Worsham

LEGAL: Being 0.18 of one-acre tract of land out of Lot 13, Palo Blanco Subdivision

LOCATION: 3116 Hackberry Lane

LOT/TRACT SIZE: 0.18 of an acre

CURRENT USE: Vacant

PROPOSED USE: Urban Single Family/Townhouse

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Residential, Suburban (RS) District
East – Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District

REZONING REQUEST
BENJAMIN WORSHAM

EVALUATION

The following is staff's evaluation of the request:

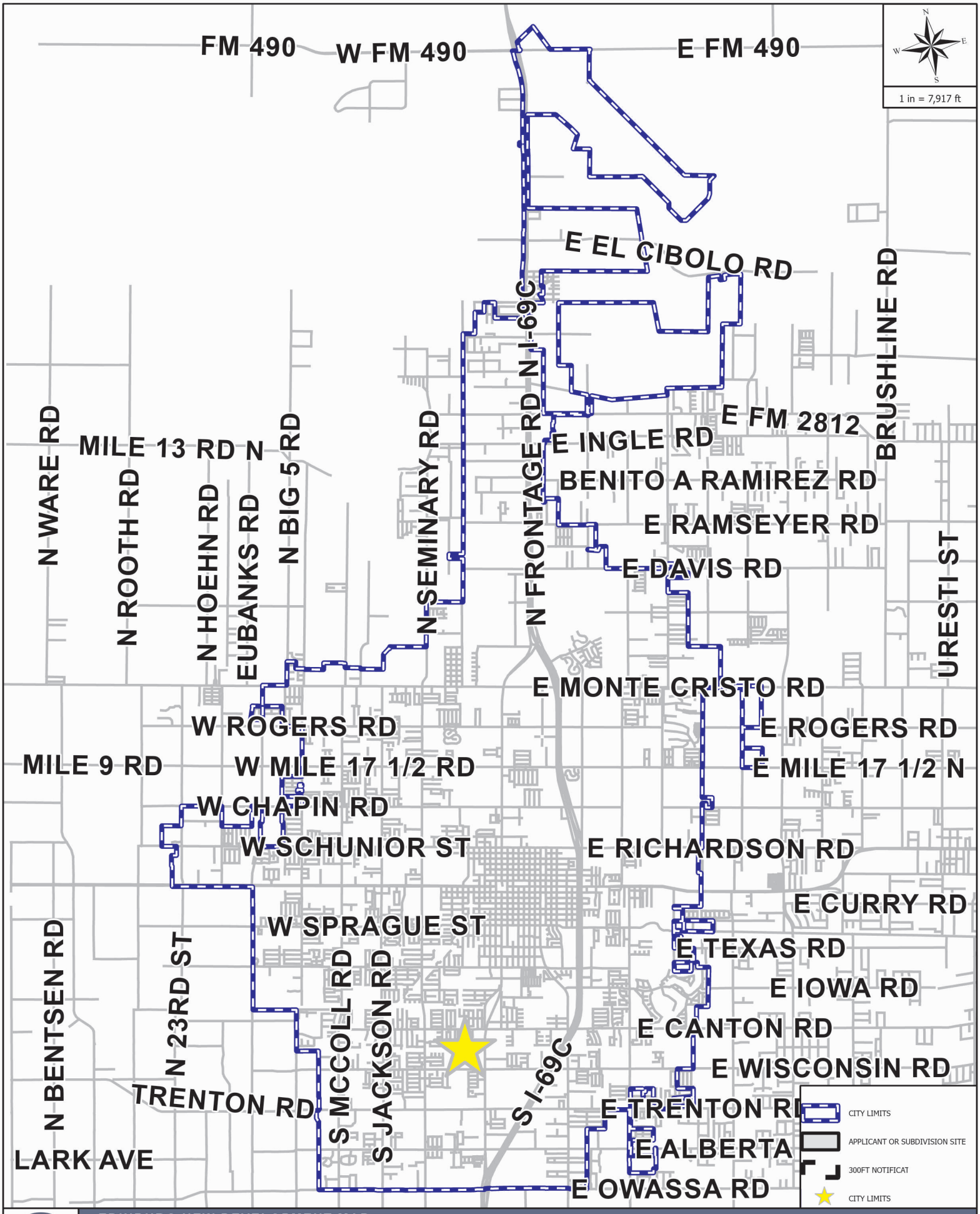
1. All adjacent zone and land uses are single-family residential.
2. The proposed residential densities are much higher than existing residential uses in this area.
3. There is a need for additional housing in the community.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District from based on adjacent zoning and land uses.

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

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, February 2, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 17, 2024.

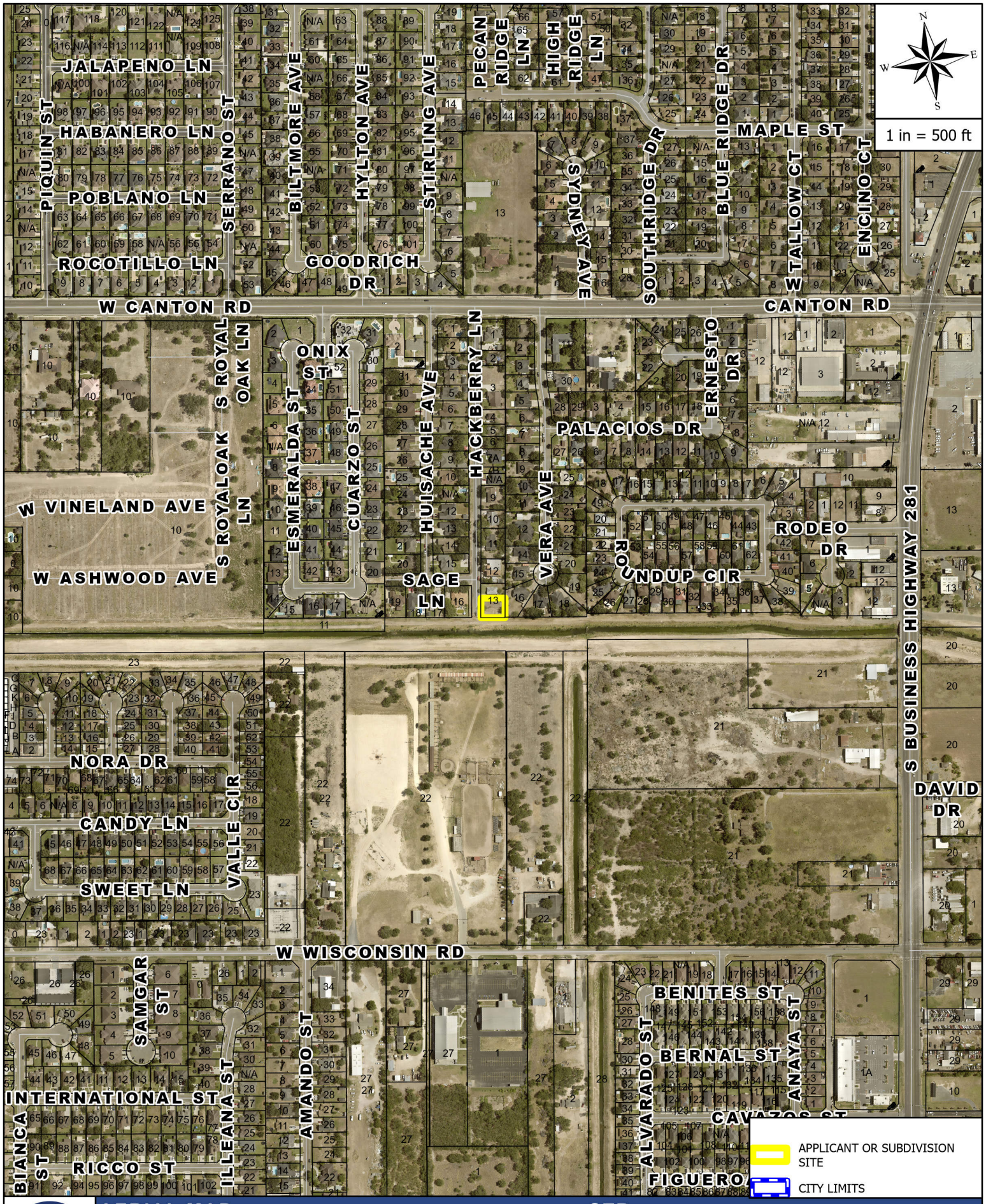
ATTACHMENTS:
Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

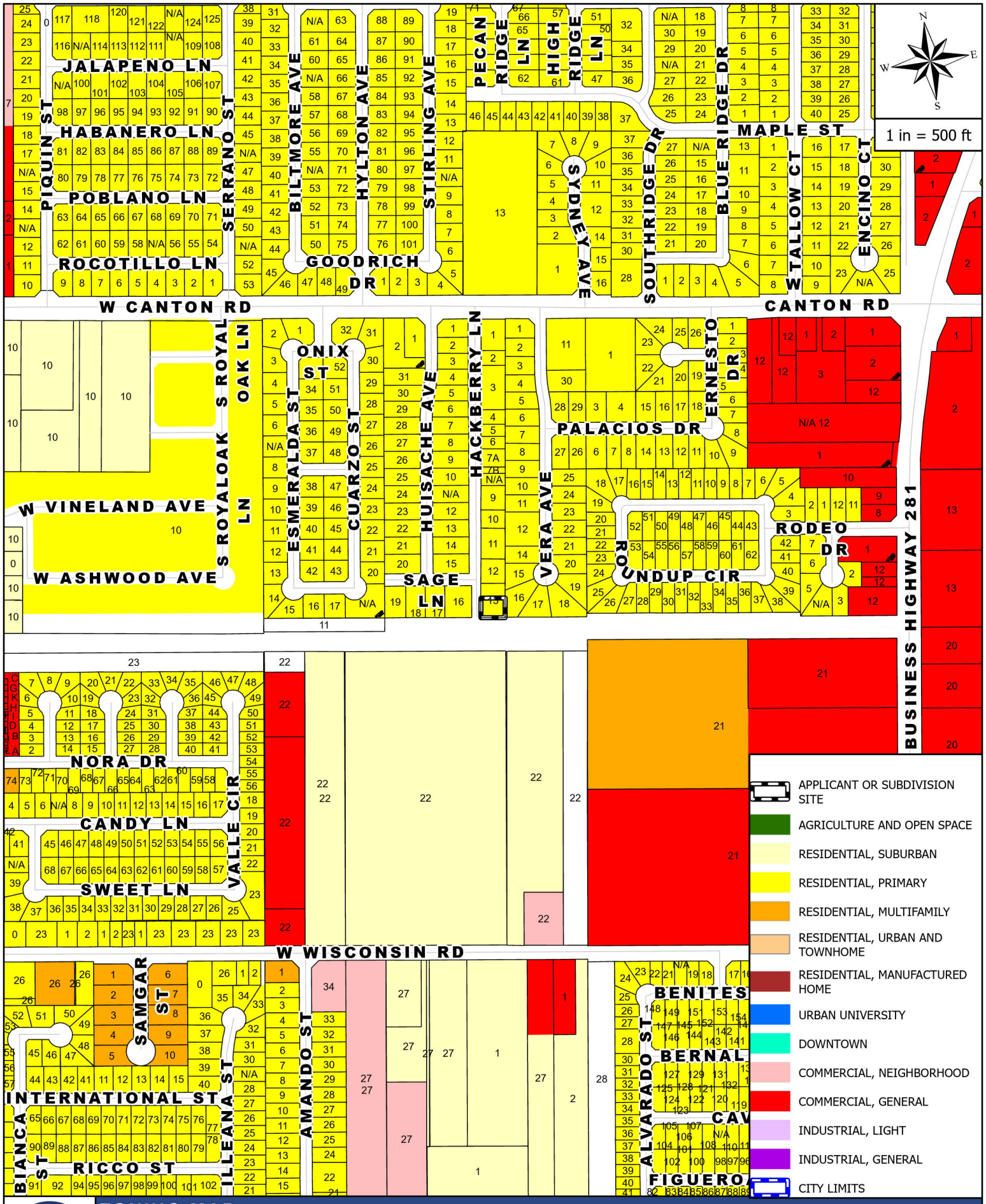
RZNE-2024-0178 BENJAMIN WORSHAM



AERIAL MAP — STR

APPLICANT AND/OR SUBDIVISION:

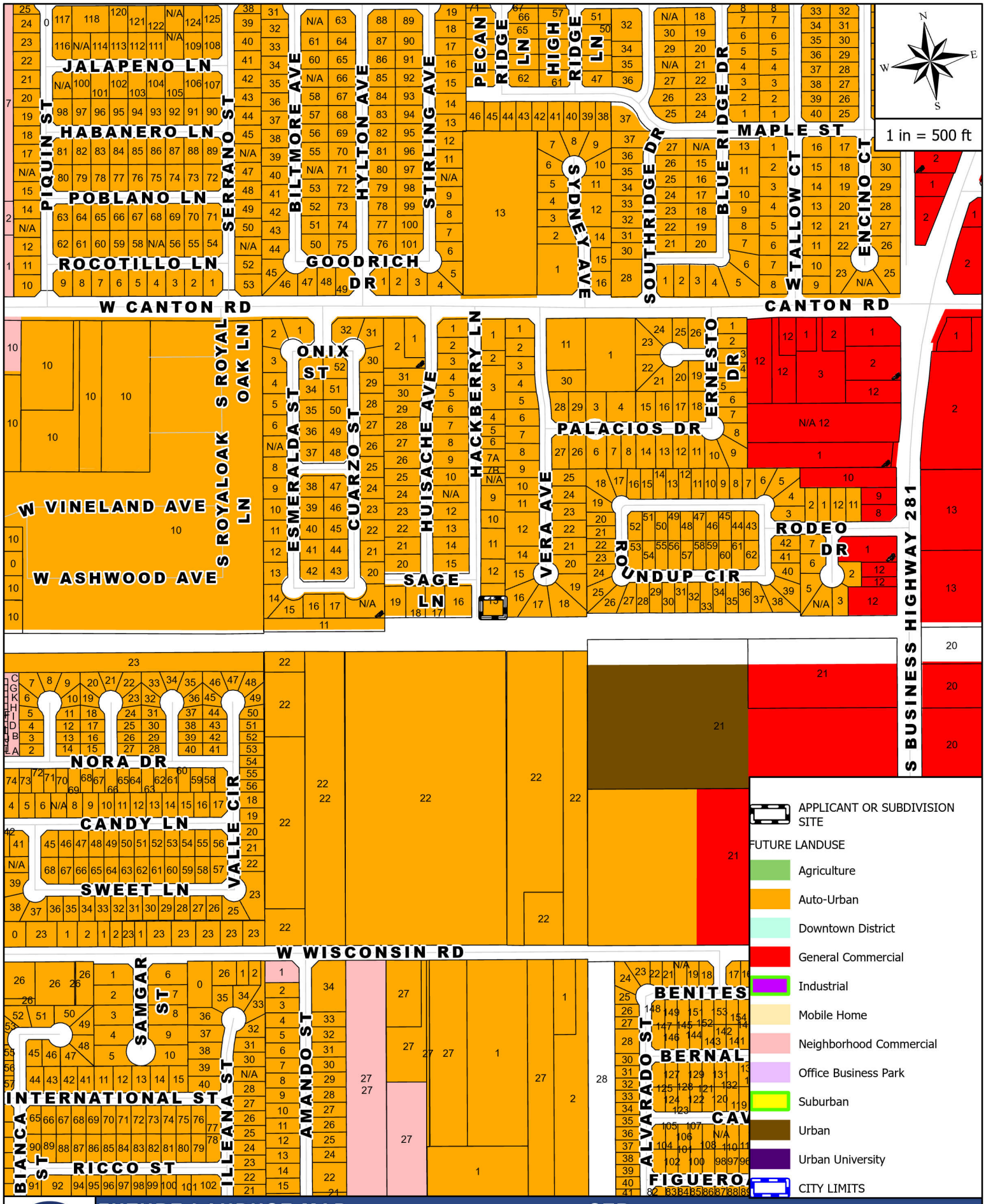
RZNE-2024-0178 BENJAMIN WORSHAM



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0178 BENJAMIN WORSHAM



FUTURE LANDUSE MAP —— STR

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0178 BENJAMIN WORSHAM



MAILOUT AND SITE MAP —— STR

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0178 BENJAMIN WORSHAM

Rezoning Request Site Photo

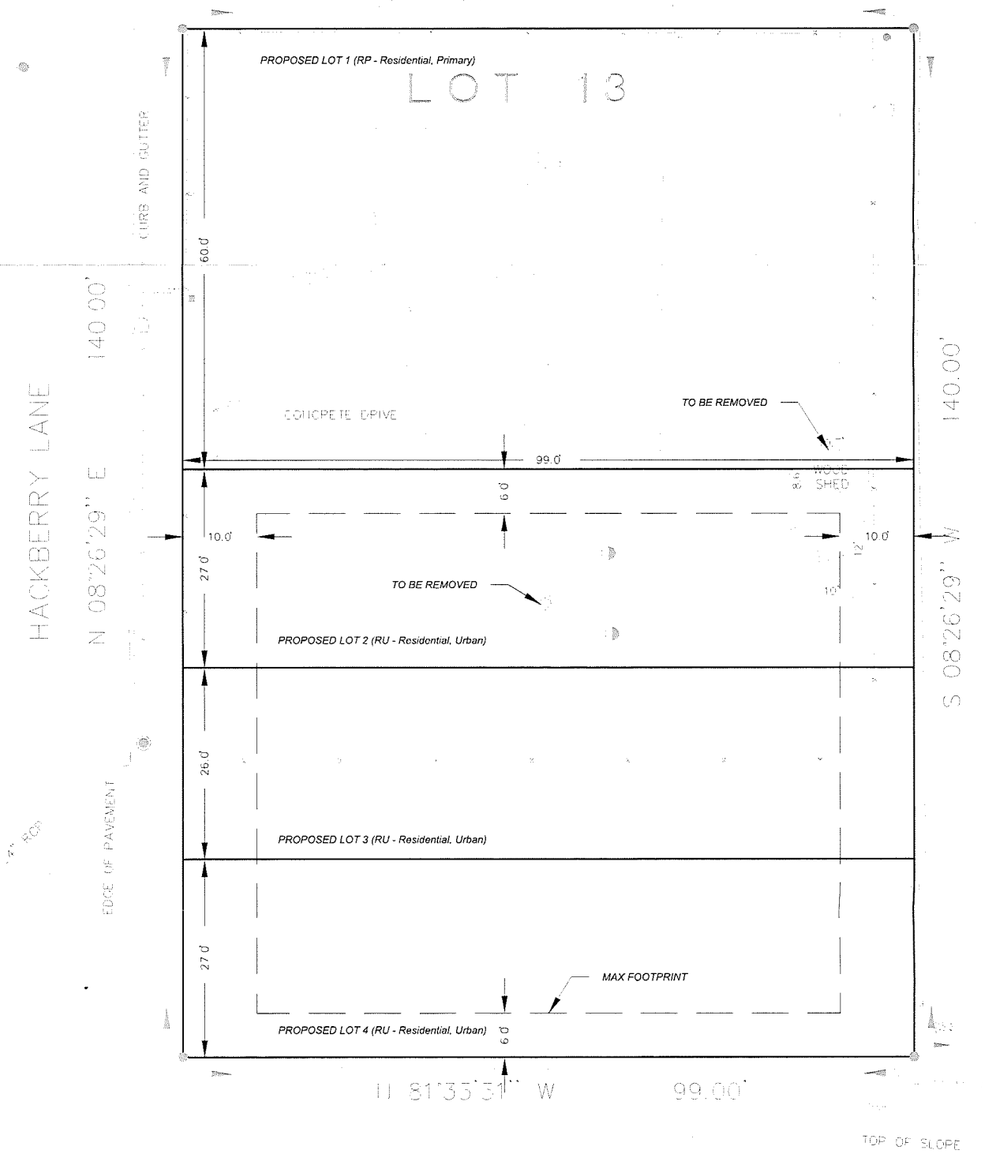
BENJAMIN WORSHAM

3116 HACKBERRY LANE



LEGEND

●	– SET 1/2 INCH IRON ROD W/ A RED CAP STAMPED "KANE LINDSEY" UNLESS OTHERWISE NOTED
○	– FD. 1/2 INCH IRON ROD UNLESS OTHERWISE NOTED
—SS—	– SANITARY SEWER LINE
—X—	– CHAINLINK FENCE
—OHE—	– POWER LINE
— W—	– WATER LINE
	– MAIL BOX
	– MANHOLE
	– TRANSFORMER
	– RCP
	– WATER FAUCET
	– POLE
	– LIGHT POLE
	– POWER POLE
	– GUY WIRE
	– SIGN
WM	– WATER METER
A.C.	– A.C. UNIT
	– LOT LINE
	– PROPERTY LINE
M.R.H.C.T.	– MAP RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C.T.	– DEED RECORDS HIDALGO COUNTY, TEXAS
O.R.H.C.T.	– OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
VOL.	– VOLUME
PGS.	– PAGES
R.O.W.	– RIGHT OF WAY



SCALE: 1"= 20'

PLAT SHOWING

ALL OF LOT 13, PALO BLANCO SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 25, PAGE 86, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

REQUESTED BY:

ADDRESS: 3117 HACKBERRY LANE
EDINBURG, TEXAS

SURVEYED: JULY 8, 2022

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY-PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000

NOTE:
1. THIS SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.

2. BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983.

3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

4. THIS SURVEY IS SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENTS, WHICH ARE NOT RECORDED IN THE PUBLIC RECORDS.

5. MINIMUM BUILDING SETBACKS AS PER THE CITY OF EDINBURG ZONING ORDINANCE.

Preliminary Site Plan Sketch
3116 Hackberry Lane
Rezone Request

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0178

Date: _____

1. Property Owner (required): **William & Sylvia Worsham** 2. Phone: **(956) 651-0047**
3. Mailing Address: **3116 Hackberry Lane**
4. City: **Edinburg** State: **TX** Zip: **78539**
5. Owner's Email: **3116worsham@gmail.com** 6. Cell No. **(956) 651-0047**
7. Agent (not owner): **Benjamin Worsham** 8. Agent's Phone: **(956) 619-4392**
9. Agent's Mailing Address: **2412 Garza Street**
10. City: **Edinburg** State: **TX** Zip: **78539**
11. Agent's Email: **ben@wkengineering.net**
12. Address/Location being Rezoned: **3116 Hackberry Lane**
13. Legal Description of Property: 14. Property ID(s): **255470**

PALO BLANCO LOT 13

15. Zone Change: From: **RP - Residential, Primary** To: **RU - Residential, Urban** and Townhome (RM)^3
16. Existing Land Use: **Residential**
17. Reason for Zone Change: **Minor Replat**

Benjamin Worsham
(Please Print Name)

Benjamin L. Worsham
Signature

RECEIVED
JAN 03 2024
By

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 201795
SHERIFF'S POSSE
PO BOX 741
EDINBURG, TX 78540-0741

PID: 201792
RODRIGUEZ ELENA
13206 SABINE PARKE
SAN ANTONIO, TX 78254-6283

PID: 612729
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 570288
GUAJARDO JOSE L &
BLANCA I
3101 VERA AVE
EDINBURG, TX 78539-7804

PID: 530723
REYNA ANTONIO &
MARIA A
3022 HUISACHE
EDINBURG, TX 78539-7819

PID: 530722
GARZA IRMA G
3018 HUISACHE
EDINBURG, TX 78539-7819

PID: 530721
GONZALEZ MARISSA A
3014 HUISACHE
EDINBURG, TX 78539-7819

PID: 570292
SOSA RUBY &
ANDREW JOSEPH ORSA
3121 VERA AVE
EDINBURG, TX 78539-7804

PID: 255470
WORSHAM WILLIAM & SYLVIA
3116 HACKBERRY LN
EDINBURG, TX 78539-7801

PID: 530724
KVAPIL MARK A
1002 SAGE LN
EDINBURG, TX 78539-7820

PID: 530725
CHAVEZ ANEL O
1006 SAGE LN
EDINBURG, TX 78539-7820

PID: 530726
PALACIOS LAURA
1010 SAGE LN
EDINBURG, TX 78539-7820

PID: 570294
SANCHEZ JUAN B
3122 VERA AVE
EDINBURG, TX 78539-7822

PID: 570290
RUIZ EDGARDO &
NORMA LEE
3109 VERA AVE
EDINBURG, TX 78539-7804

PID: 570293
ESPINO JUAN EDUARDO
514 ELDORA RD
ALAMO, TX 78516-6863

PID: 255466
GONZALEZ LAZARO &
GORGONIA
3008 HACKBERRY LANE
EDINBURG, TX 78539-7817

PID: 255468
GONZALEZ FELIX
3022 HACKBERRY LN
EDINBURG, TX 78539-7817

PID: 530728
SALINAS JOE ROBERT
3021 HUISACHE
EDINBURG, TX 78539-7819

ZONING CASE
OWNER NOTIFICATION LIST

PID: 570291
VAZQUEZ JOSE L & CLARA
3117 VERA AVE
EDINBURG, TX 78539-7804

PID: 570287
CANTU PLACIDO A & AMERICA G
3015 VERA AVE
EDINBURG, TX 78539-7821

PID: 570297
SOLIS ROBERT R
3102 VERA AVE
EDINBURG, TX 78539-7822

PID: 255467
CHAVEZ GILBERTO
4417 MOHAWK ST
HOUSTON, TX 77093-2964

PID: 255469
GONZALEZ VIRGINIA
3106 HACKBERRY LN
EDINBURG, TX 78539-7801

PID: 530729
CORTEZ ARTURO JR & CARLA M
3017 HUISACHE
EDINBURG, TX 78539

PID: 570298
REYES LEO O & VELISA L
3024 VERA AVE
EDINBURG, TX 78539

PID: 570296
CANTU LEE & PETRA
3110 VERA AVE
EDINBURG, TX 78539-7822

PID: 570295
OZUNA LEROY
3118 VERA AVE
EDINBURG, TX 78539

PID: 530720
CARRANZA ADALBERTO & OLGA L
3010 HUISACHE AVE
EDINBURG, TX 78539

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL URBAN & TOWNHOME (RU) DISTRICT, BEING 0.18 OF ONCE ACRE TRACT OF LAND OUT OF LOT 13, PALO BLANCO SUBDIVISION, LOCATED AT 3116 HACKBERRY LANE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District to Residential Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being 0.18 of once acre tract of land out of Lot 13, Palo Blanco Subdivision, Located at 3116 Hackberry Lane, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
PUBLIC HEARINGS
Agenda Item No: 7.G.
Public Hearing and Consider Approval of Substantial Amendment No. 1
to the CDBG - FY 2023-2024 Annual Action Plan

1. **Agenda Item:**
Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2024 Annual Action Plan. [Claudia L. Farias, Interim Director of Grants Administration]

2. **Description:**
The City of Edinburg receives federal funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. HUD requires local jurisdictions to prepare a Five-Year Consolidated Plan and Strategy (CPS) in order to receive federal funds through the CDBG program and to develop and submit an Annual Action Plan in order to access funds. The City's Fiscal Year 2023-2027 Consolidated Plan and Strategy and the Fiscal Year 2023-2024 Annual Action Plan were approved by the City Council for submittal to HUD on July 31, 2023 and subsequently approved by HUD. The Annual Action Plan describes the activities that will be undertaken with the CDBG funds in furtherance of the objectives set forth in the FY 2023-2027 CPS.

Federal regulation 24 CFR 91.505 and the City's Citizen Participation Plan require a substantial amendment to the Consolidated Plan and/or Annual Action Plan when deleting or creating a proposed activity. The Substantial Amendment No. 1 to the FY 2023-2024 Annual Action Plan (AAP) consists of the deletion and cancelation of funding for the Sidewalk Improvements Project in HUD's Integrated Disbursement and Information System (IDIS).

In an effort to effectuate the timely and proper expenditure of funds, the City adopted a secondary project as part of the FY 2023-2024 CDBG AAP known as the Personal Protective Equipment project. Secondary projects are initiated in the event that a primary project meets unforeseen obstacles to timely implement and expend the funds. The City's Citizen Participation Plan states that a Secondary Project shall not be considered a substantial amendment to the City's Plan because all citizen participation and environmental requirements were met during the development of the Annual Action Plan. The Personal Protective Equipment project consists of the purchase of structural firefighting gear that includes jacket and pant ensemble. This gear will replace outdated or damaged gear for Edinburg Fire Department.

On February 15, 2024, the Community Development Council approved Amendment No. 1 to the FY 2023-2024 CDBG Annual Action Plan.

The purpose of this public hearing is to solicit public comments on Amendment No. 1 to the City's FY 2023-2024 CDBG Annual Action Plan. The City will be soliciting public comments on Amendment No. 1 to the FY 2023-2024 Annual Action Plan during a thirty (30) day comment period from March 6, 2024 to April 5, 2024. All comments received will be attached to the Substantial Amendment No. 1 for submission to HUD.

3. **Staff's Recommendation:**

Approve Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2024 Annual Action Plan.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Interim Director of Grants Administration

Attachments:

A. Amendment No. 1 to the CDBG FY 2023-2024 Annual Action Plan

PROPOSED SUBSTANTIAL AMENDMENT NO. 1 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2023-2024 ANNUAL ACTION PLAN

The City of Edinburg is considering a Substantial Amendment to the 2023-2024 Annual Action Plan. The City is an Entitlement Community in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program.

As per the City's Citizen Participation Plan and per 24 CFR Part 91, a Substantial Amendment is required when there is a deletion of a current activity and/or creation of a new activity.

Proposed Amendment No. 1: Amendment to the Annual Action Plan (APP) 2023-2024: The City of Edinburg is proposing to delete an activity from the Annual Action Plan 2023-2024. The City is proposing to delete the Sidewalk Improvement Project and fund a previously approved Secondary Project in the FY 2023-2024 AAP. A Secondary Project is initiated in the event that a primary project meets unforeseen obstacles to timely implement and expend appropriated funds. The City's Citizen Participation Plan states that a Secondary Project shall not be considered a substantial amendment to the City's Plan because all citizen participation and environmental requirements were met during the development of the Annual Action Plan. The approved Secondary Project known as the Personal Protective Equipment Project, will allow for the purchase of structural firefighting gear that includes jacket and pant ensemble. This gear will replace outdated or damaged gear for Edinburg Fire Department firefighters. This project will benefit numerous areas of the City and approximately 66,705 beneficiaries.

2023-2024 Annual Action Plan:

	EXISTING				PROPOSED			
Activity	**Funding Amount**	**Goal Outcome Indicator**	**Quantity**	**Unit of Measure**	**Funding Amount**	**Goal Outcome Indicator/Activity**	**Quantity**	**Unit of Measure**
CDBG								
03L- Sidewalk Improvements	$234,739	Public Facility	1,750	Persons Assisted	Delete Activity from FY 2023-2024 Annual Action Plan			

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
ORDINANCES
Agenda Item No: 8.A.
25th Annual Walk and Candlelight Vigil

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "25th Annual Walk and Candlelight Vigil" to be Held on Thursday, April 4, 2024, the walk will begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street lying between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive, as Requested by Veronica Whitacre, Court Appointed Special Advocates (CASA) of Hidalgo County. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The Applicant is requesting a Temporary Special Use Permit for the, "25th Annual Walk and Candlelight Vigil" to be held on Thursday April 4, 2024 from 5:30 P.M. to 7:00 P.M. at the Edinburg City Hall Courtyard. In processing the request, a waiver of fees is being requested by the applicant that is being processed through the City Manager's Office. This request is being coordinated with Planning & Zoning, Police, Solid Waste, Public Works, Fire and Code Enforcement Departments.

The applicant has provided an insurance policy reflecting the City of Edinburg as a Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for a Special Event, "25th Annual Candlelight Vigil" to be held on Thursday, April 4, 2024, at the City of Edinburg Court Yard with the conditions that the event meets all City requirements. This event is to speak for the best interest of the children on the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent nurturing home.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 3/1/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. CC Agenda Packet Attachments
B. Hold Harmless Agreement Casa 2024
C. Ordinance - Casa 2024

MEETING DATES:
CITY COUNCIL – 03/05/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary special use permit for the "25th Annual Walk and Candlelight Vigil"
APPLICANT:	Court Appointed Special Advocates (CASA) of Hidalgo County
AGENT:	Veronica Whitacre
LEGAL:	Being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street lying between Blocks 213 and 228, Original Townsite of Edinburg
LOCATION:	415 West University Drive
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Edinburg City Hall (east side steps)
PROPOSED USE OF PROPERTY:	"25th Annual Walk and Candlelight Vigil"
EXISTING LAND USE/ ADJACENT ZONING:	North –Downtown (D) District South –Downtown (D) District East – Downtown (D) District West – Downtown (D) District
LAND USE PLAN DESIGNATION:	Downtown (D) District
ACCESS AND CIRCULATION:	This property has access onto University Drive (State Highway 107).
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "25th Annual Walk and Candlelight Vigil" A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"25TH ANNUAL WALK AND CANDLELIGHT VIGIL"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the"25th Annual Walk and Candlelight Vigil"

1. **Duration:** The proposed days and hours requested by the applicant are on April 4, 2024 from 5:30 P.M. – 7:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West University Drive (State Highway 107).

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

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

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

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

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

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

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

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

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

CASA
Court Appointed Special Advocates
FOR CHILDREN

CASA OF HIDALGO
COUNTY, INC.

Phone: 956-381-0346 | Fax: 956-381-9232 | 1001 S. 10th Ave., Edinburg, TX

February 5, 2024

Dear City of Edinburg,

April is National Child Abuse Awareness month. As part of our commitment to this event, we would like to have The Annual Candlelight Vigil on Thursday April 4, 2024, from 6:30 pm – 7:30pm at the Edinburg City Hall Courtyard. We begin with a walk, beginning at 6:30pm in observance of those children who have lost their lives to Child Abuse, the walk starts at our CASA office located at 1001 S. 10th Ave Edinburg, TX. 78539 and ends at the Edinburg City Hall courtyard. We plan on inviting several law enforcement agencies in Hidalgo County to participate in this event, along with many other community organizations who are involved with abused or neglected children in Hidalgo County.

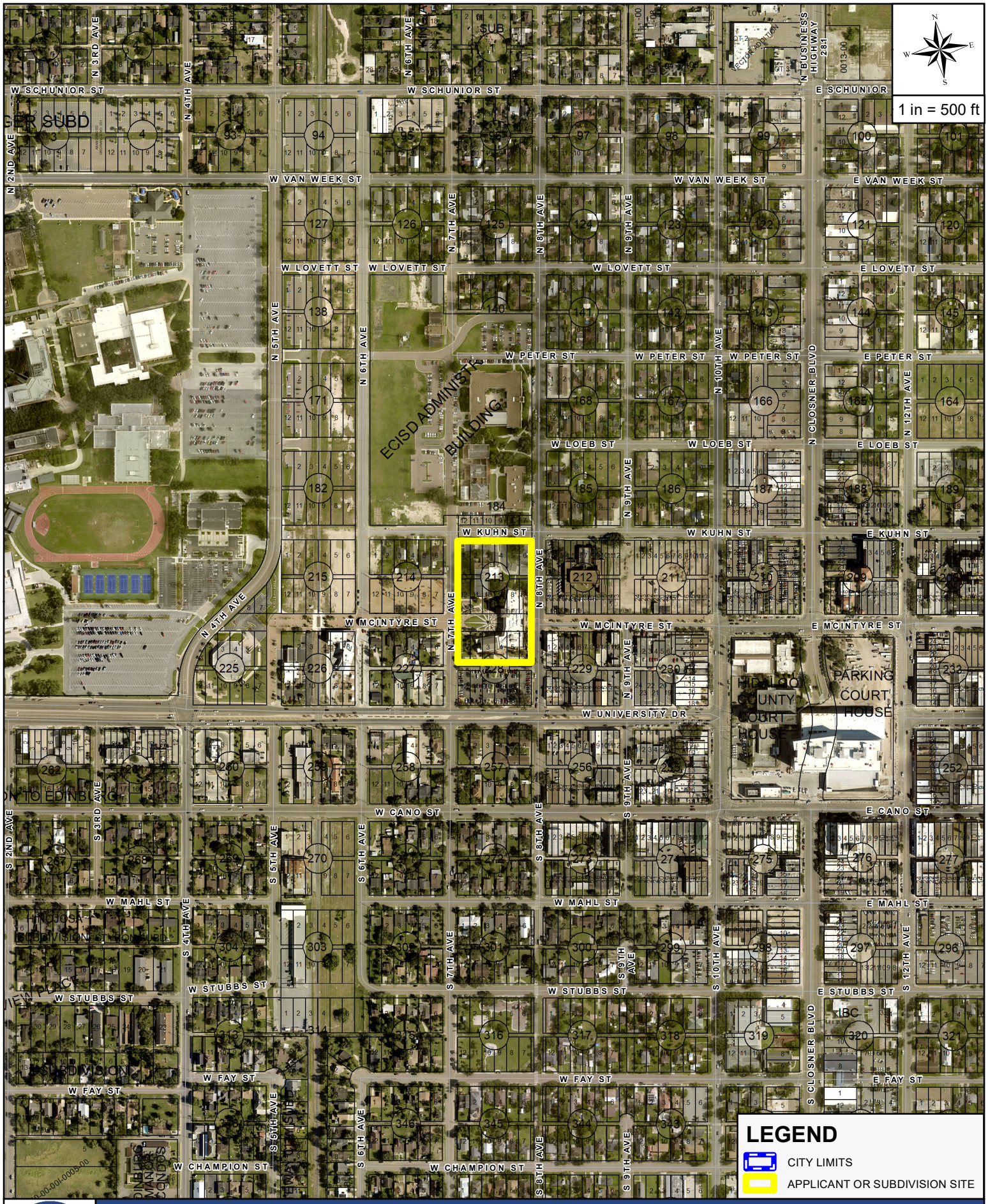
CASA of Hidalgo has a Master of Ceremonies, and several dignitaries as guest speakers to commemorate Child Abuse Awareness Month.

The Mission of CASA of Hidalgo County is to speak for the best interest of the children in the courts by prompting and supporting quality volunteer representation to provide each child a safe, permanent nurturing home.

Sincerely,

Cassandra Montalvo

Program Director



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

CASA CHILD ABUSE AWARENESS

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: **February 9, 2024** ENERGOV CASE #: _____

1. Type of Event: **Candlelight Vigil**
2. Name of Event: **25th Annual Higalgo County Candelig** Phone: **(956) 381-0346**
3. Fundraising Event? ☐ YES ☑ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: _____
4. Contact Name: **Cassandra Montalvo**
5. Mailing Address: **1001 S. 10th Ave Edinburg Texas 78539**
6. Email: **cmontalvo@casaofhidalgo.com**
7. Address/Location of Event: **415 W Universtity Dr Edinburg Texas 78539**
8. Legal Description of Property: **Edinburg City Hall Courtyard**
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: **Thursday April 4, 2024 from 6:30 - 7:30pm**

Cassandra Montalvo _____
Name (Please type or print Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

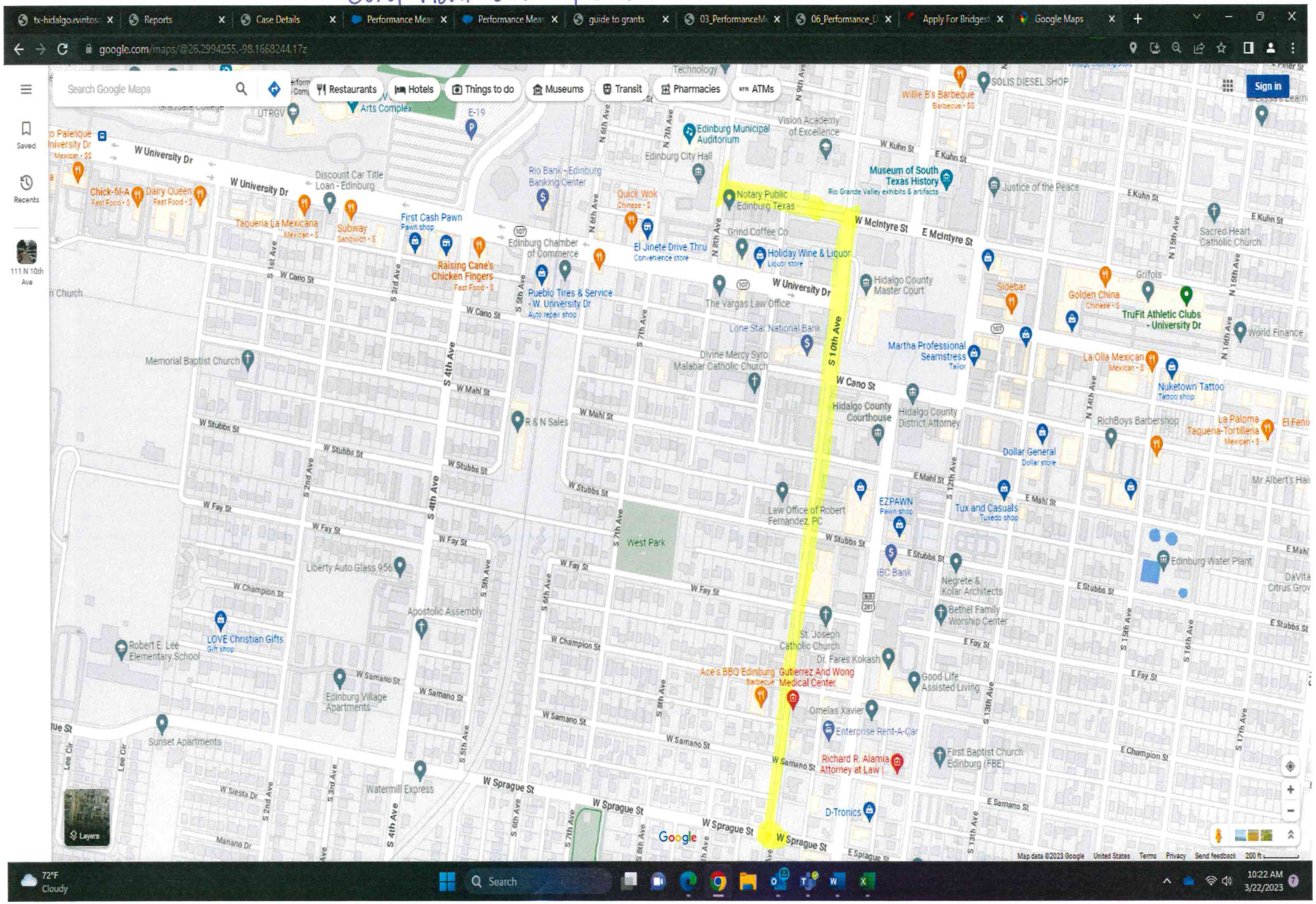
- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☑ **Site Plan**
- ☑ **Letter of Proposal**
- ☑ **Insurance**

Fee: $200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: ***FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.***

End @ Corner of 8th & McIntyre St.
City Hall Courtyard.



Start @ 1001 S. 10th Ave. Edinburg Tx. 78539

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Veronica Whitacre on behalf of Court Appointed Special Advocates (CASA) Walk and Candle Light Vigil, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Veronica Whitacre on behalf of Court Appointed Special Advocates (CASA) Walk and Candle Light Vigil, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the City of Edinburg, Texas, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 5, 2024 for the "25th Annual Walk and Candlelight Vigil" to be held on Thursday, April 4, 2024 from 5:30 P.M. to 7:00 P.M. the Walk will be begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 5th day of March, 2024.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

Court Appointed Special Advocates (CASA)

Indemnitor

BY: _____
Veronica Whitacre on behalf of
Court Appointed Special Advocates (CASA)

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "25TH ANNUAL WALK AND CANDLELIGHT VIGIL" TO BE HELD ON THURSDAY, APRIL 4, 2024, THE WALK WILL BE BEGIN AT 1001 S 10TH AVE., EDINBURG, AND WILL END AT THE EDINBURG CITY HALL COURTYARD, BEING ALL OF BLOCK 213, THE NORTH 125 FT. OF BLOCK 228 AND MCINTYRE STREET LYING BETWEEN BLOCK 213 AND 228, EDINBURG TOWNSITE, LOCATED AT 415 WEST UNIVERSITY DRIVE, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Court Appointed Special Advocates (CASA) of Hidalgo County, has applied for a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "25th Annual Walk and Candlelight Vigil" to be held on Thursday, April 4, 2024, the Walk will be begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, Being all of Block 213, the North 125 Ft. of Block 228 and McIntyre Street lying between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Court Appointed Special Advocates (CASA) of Hidalgo County for "25th Annual Walk and Candlelight Vigil" to be held on Thursday, April 4, 2024, the Walk will be begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, Being all of Block 213, the North 125 Ft. of Block 228 and McIntyre Street lying between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on April 4, 2024 from 5:30 P.M. – 7:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West University Drive (State Highway 107).

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

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

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

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
ORDINANCES
Agenda Item No: 8.B.
9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for, "9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk" to be Held on Saturday, April 6, 2024, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
A temporary special use permit is being processed for a Special Event "9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 6, 2024, from 6:00 a.m. to 10:00 p.m. at Edinburg Municipal Park. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire and Code Enforcement Department.

3. **Staff's Recommendation:**
The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event "9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk"" to be held on Saturday, April 6, 2024, at Edinburg Municipal Park with the conditions that the event meets all City requirements.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. CC Agenda Packet Attachments
B. Ordinance -Team Mario
C. Hold Harmless Agreement-Team Mario

MEETING DATES:
CITY COUNCIL – 03/05/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk"
APPLICANT:	Melinda Moreno
AGENT:	N/A
LEGAL:	Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey
LOCATION:	714 South Raul Longoria Road
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Edinburg Municipal Park
PROPOSED USE OF PROPERTY:	5K and Walk
EXISTING LAND USE/ ADJACENT ZONING:	North – Park; Suburban Residential (RS) District South – Park; Suburban Residential (RS) District East – Outside City Limits West – Residential; Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Park
ACCESS AND CIRCULATION:	This property has access from Raul Longoria Road, a four (4) lane principal arterial roadway, Sprague Street a two (2) lane collector roadway and Doolittle Road, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"9th Annual Team Mario Superheroes 5K for Autism Awareness and Buddy Fun Walk"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for approval

1. **Duration:** The proposed days and hours requested by the applicant are Saturday April 6, 2024 from 6:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from Sprague Street for public and the Doolittle entrance will be for participants only.

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

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

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

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences and the World Birding Center.

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

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

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

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

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

TeamMario.org
An Autism Awareness Organization

PO Box 2985
Edinburg, Texas 78540

956-460-3004
fax 888-308-0992

info@teammario.org
www.teammario.org

January 26, 2024

Greetings Mrs. Rita Guerrero,

Hope to find you well. Team Mario will be hosting our annual Superheroes 5k for Autism Awareness and Buddy Fun Walk on April 6, 2024. Below are details for the event:

Location: Edinburg Municipal Park - Set Up Time: 9AM-4PM - Event TIme: 5:00PM - 9:00PM

We are kindly requesting the support of the City of Edinburg for the following services/supplies in order to ensure a safe and meaningful event for our community:

- Officers to direct and control Traffic
- Officers on event site
- EMS Services
- Fire Department: Truck with large USA flag, Fire Prevention Trailer
- City stage if available
- 6 Light Towers
- 120 Bike Rakes to control traffic into and around start line
- 100 Cones
- 30 Trash cans
- 3 Golf Carts
- Tables and Chairs if Available
- Large Projector Screen (if available)
- Sound System with microphones (if available)
- Food Vendor permit fee waived

We also would like to showcase our local city heroes, such as police officers, EMS, Fire Fighters and other heroes who serve to protect the community at our event. We will devote a section of our event to line with our community heroes to provide children an opportunity to meet them. Tables and chairs will be provided. The Special Use Permit has already been provided to the city, which includes the use of both the north and south pavilion.

Please let me know if I may provide you with any further information.

Thank you,

Christine Clifford
979-492-1062


N
W
E
S
N.T.S.
E SPRAGUE ST
S RAUL LONGORIA RD
S DOOLITTLE RD
LAREDO ST
DEL RIO ST
EL PASO ST
SALTWATER AVE
Legend:
CDE_CITY_LIMITS
Running Path
START
STOP

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

Special Use Permit Application:
Events (Temporary Use Permit)

Date: **February 7, 2024** ENERGOV CASE #: _____

1. Type of Event: **5k**
2. Name of Event: **Team Mario's Superhero 5k for Autism** Phone: **(956) 648-7350**
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: TeamMario.Org - funding for programs, camps and ev
4. Contact Name: **Christine Clifford**
5. Mailing Address: **PO BOX 2985, Edinburg, Texas 78541**
6. Email: **melinda9904@yahoo.com**
7. Address/Location of Event: **714 S Raul Longoria Rd, Edinburg, Tx 78542**
8. Legal Description of Property: **Edinburg Municipal Park**
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: **April 6. 2024, 9am-9pm,**

Christine Clifford _____
Name (Please type or print Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Insurance**

Fee: $200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: ***FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.***

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "9TH ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK" TO BE HELD ON SATURDAY, APRIL 6, 2024 AT EDINBURG MUNICIPAL PARK, BEING PORTIONS OF LOTS 9, 10, 12 AND 16 AND ALL OF LOT 11 SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Melinda Moreno Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for "9th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 6, 2024 at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road.; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Team Mario for "9th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 6, 2024 at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant will be on Saturday, April 6, 2024. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South Raul Longoria Road and various other intercity streets will be utilized and controlled during the event.

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

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

5. **Noise:** Any activities resulting in excessive noise must be situated away from residences and the World Birding Center.

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Melinda Moreno on behalf of Team Mario, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Team Mario, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 5, 2024 for the "9th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 6, 2024 from 6:00 A.M. to 10:00 P.M. at the Edinburg Municipal Park located at 714 S Raul Longoria Road, Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 5th day of March, 2024.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

"9th ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK"

Indemnitor

BY: _____
Omar Ochoa, City Attorney

BY: _____
Melinda Moreno on behalf of
Team Mario

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
ORDINANCES
Agenda Item No: 8.C.
Holy Family Catholic Church Annual Spring Festival

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "Holy Family Catholic Church Annual Spring Festival' to be Held on Saturday, April 27, 2024, from 12:00 p.m. to 10:00 p.m. at the Holy Family Catholic Church, Buena Vista Lots 1 thru 18 Block 11, Located at 1302 East Champion Street, as Requested by Reverend Edgardo Diaz, OFM, Holy Family Catholic Church. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
A Temporary Special Use Permit is being requested for a Special Event, "Holy Family Catholic Church Annual Spring Festival' to be held on Saturday April 27, 2024, from 12:00 p.m. to 10:00 p.m. at the Holy Family Catholic Church. This request is being coordinated with Planning & Zoning, Public Works, Police, Code Enforcement and Fire Department.

Approval of this event will require the applicant to provide event insurance and a hold harmless agreement would need to be signed.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for a Special Event, "Holy Family Catholic Church Annual Spring Festival" to be held on Saturday, April 27, 2024, at the Holy Family Catholic Church with the conditions that the event meets all City requirements.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. CC Agenda Packet Attachments
B. Hold Harmless Agreement -Holy Family Catholic Church
C. Ordinance-Holy Family Catholic Church

MEETING DATES:
CITY COUNCIL – 03/05/2024
DATE PREPARED – 02/08/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit "Holy Family Catholic Church Annual Spring Festival".
APPLICANT:	Holy Family Catholic Church
AGENT:	Reverend Edgardo Diaz, OFM
LEGAL:	Buena Vista Subdivision, Lots 1-18, Block 11
LOCATION:	1302 East Champion Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Church
PROPOSED USE OF PROPERTY:	Annual Spring Festival
EXISTING LAND USE/	North – Residential Primary (RP) District South - Residential Primary (RP) District East- Residential Primary (RP) District West – Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Church
ACCESS AND CIRCULATION:	This property has access onto East Champion Street.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for the "Holy Family Catholic Church Annual Spring Festival." A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"HOLY FAMILY CATHOLIC CHURCH ANNUAL SPRING FESTIVAL"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "Holy Family Catholic Church Annual Spring Festival."

1. **Duration:** The proposed days and hours requested by the applicant are on April 27, 2024 from 12:00 P.M. –10:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

   Access Control: The main access for this event will be from East Champion Street.

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

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

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

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

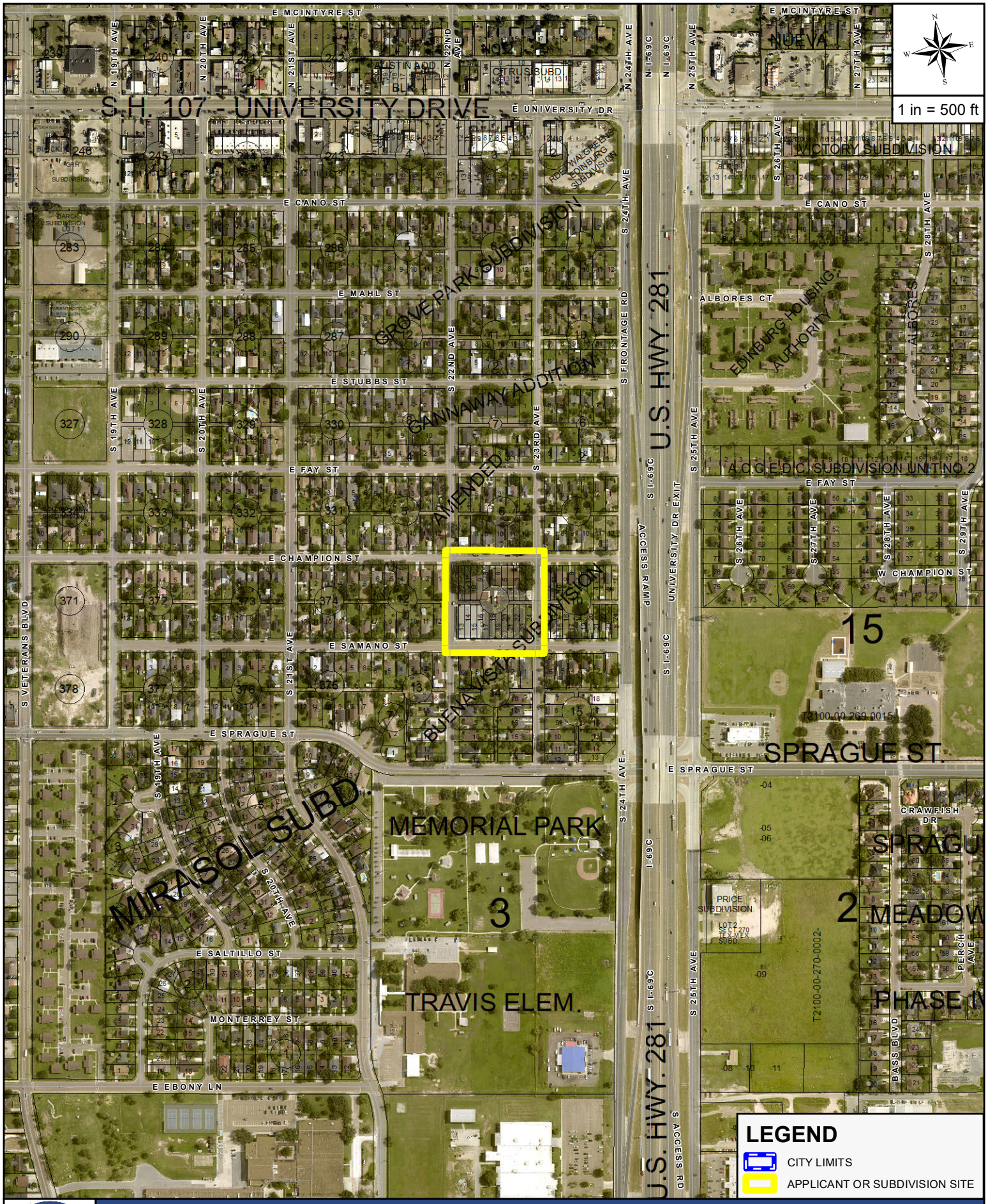
6. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

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

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

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

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



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNUAL SPRING FESTIVAL / HOLY FAMILY CATHOLIC CHURCH

HOLY FAMILY CATHOLIC CHURCH
EDINBURG TEXAS

Holy Family Catholic Church
"You Are Never Too Bad to Come in and Never Too Good to Stay Out"

January 15, 2024

Jaime Acevedo, Director of Planning & Zoning
City of Edinburg
Edinburg, TX 78539

Re: Request for Temporary Street Closure

Dear Mr. Acevedo,

The Community of Holy Family Catholic Church in Edinburg is having it's Annual "Spring Festival" on Saturday April 27, 2024. The event starts at 12:00 PM and continues until 10:00 PM at the parish parking lot. In order for our event to be successful, it is important that street sections of 22nd and 23rd between E. Champion and E. Samano be blocked. This will allow our parishioners the ability to access sections of our festival safely.

Should you have any questions or concerns, please feel free to contact our office.

Sincerely in Christ,

Rev. Edgardo Diaz, OFM
Pastor

1302 E. Champion St., Edinburg, Texas Ph #:(956)383-5472 Fax #: (956)383-5034

Case #

THE CITY OF Edinburg

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

Special Use Permit Application
Temporary Use (Events)

TODAY'S DATE: January 16, 2024

1. Type of Event: Annual Spring Festival
2. Name: Holy Family Catholic Church Phone No. 956-383-5472 (office)
3. Contact Name: AL Flores Email aureliano.flores2002@gmail.com
   956-451-2973 cell
4. Mailing Address: 1302 E. Champion St.
5. Email: ediaz@cdob.org Pastor Fr. Edgardo Diaz, OFM
6. Address/Location of Event: 1302 E. Champion
7. Legal Description of Property: _____
8. Present Land Use Church Zoning District: _____
9. Days & Hours of Event: April 27, 2024 12:00 P.M. to 10:00 P.M.

Rev. Edgardo Diaz, OFM
Name (Please type or print)

Signature

AMOUNT PAID _____ RECEIPT NUMBER _____

Items Needed:

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Proof of Insurance**

RECEIVED
JAN 17 2024
By _____

Fee: $200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: _____

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Reverend Edgardo Diaz,OFM on behalf of Holy Family Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Reverend Edgardo Diaz, OFM on behalf of Holy Family Catholic Church, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on March 5, 2024 for the "Holy Family Catholic Church Annual Spring Festival" to be held on Saturday, April 27, 2024, at the Holy Family Catholic Church, Lots 1-18, Block 11, Buena Vista Subdivision, located at 1302 East Champion Street, Edinburg, Hidalgo County, Texas. Reverend Edgardo Diaz,OFM on behalf of Holy Family Catholic Church, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on March 5, 2024 for the "Holy Family Catholic Church Annual Spring Festival" to be held on Saturday, April 27, 2024 at the Holy Family Catholic Church, Lots 1-18, Block 11, Buena Vista Subdivision, located at 1302 East Champion Street, Edinburg, Hidalgo County, Texas.

EXECUTED this the 5th day of March, 2024.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By:_____
Omar Ochoa, City Attorney

"Holy Family Catholic Church Annual Spring Festival"

BY: _____
Reverend Edgardo Diaz, OFM

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "HOLY FAMILY CATHOLIC CHURCH ANNUAL SPRING FESTIVAL" TO BE HELD ON SATURDAY, APRIL 27, 2024, AT THE HOLY FAMILY CATHOLIC CHURCH, LOTS 1-18, BLOCK 11, BUENA VISTA SUBDIVISION, LOCATED AT 1302 EAST CHAMPION STREET, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Reverend Edgardo Diaz, OFM on behalf of Holy Family Catholic Church has applied for a temporary special use permit and waiver of fees under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "Holy Family Catholic Church Annual Spring Festival" to be held on Saturday, April 27, 2024; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Reverend Edgardo Diaz, OFM for "Holy Family Catholic Church Annual Spring Festival" to be held on Saturday, April 27, 2024, at the Holy Family Catholic Church, Lots 1-18, Block 11, Buena Vista Subdivision, located at 1302 East Champion Street, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on April 27, 2024 from 12:00 P.M. –10:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

Access Control: The main access for this event will be from East Champion Street.

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

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

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

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

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

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of March , 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
ORDINANCES
Agenda Item No: 8.D.
2nd Annual Eddy's Safari Run 5K and 2K

1. Agenda Item:

Consider Ordinance providing for a Temporary Special Use Permit for the "2nd Annual Eddy's Safari Run 5K and 2K" Saturday, March 16, 2024, Located at 1102 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The applicant is requesting a Temporary Special Use Permit for the "2nd Annual Eddy's Safari Run 5K and 2K" Saturday, March 16, 2024, Located at 1102 West Trenton or more commonly known as Children's Hospital of Edinburg.The event will start at 6:00 a.m. and end at approximately 12:00 noon. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for the Annual "2nd Annual Eddy's Safari Run 5K and 2K".

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 3/1/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. CC Agenda Packet Attachments
B. Ordinance
C. Hold Harmless Agreement

MEETING DATES:
CITY COUNCIL – 03/05/23
DATE PREPARED – 02/22/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "2nd Annual Eddy's Safari Run 5K and 2K"
APPLICANT:	Kassandra Rodriguez
AGENT:	N/A
LEGAL:	
LOCATION:	1102 W Trenton Rd
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Hospital
PROPOSED USE OF PROPERTY:	5K and 2K
EXISTING LAND USE/	North – Agriculture and Suburban Residential (S) District
ADJACENT ZONING:	South – Multi Family and Urban (RM) District East - Multi Family and Urban (RM) District West – Agriculture (AO) District
LAND USE PLAN DESIGNATION:	Hospital
ACCESS AND CIRCULATION:	This property has access from Trenton Rd.
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for "2nd Annual Eddy's Safari Run 5K and 2K". A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT

"2ND ANNUAL EDDY'S SAFARI RUN 5K AND 2K"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "2nd Annual Eddy's Safari Run 5K and 2K" consist of a 5K and 2K.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday, March 16, 2024– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from W Trenton Rd.

3. **Security Services:** Security services are provided by city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

6. **Site Restoration:** The applicant will maintain and clear the property.

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

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

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

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

SOUTH TEXAS HEALTH SYSTEM CHILDREN'S

February 13, 2024

To Whom It May Concern,

South Texas Health System Children's is preparing to spread smiles across the region. The countdown has begun for our second annual Eddie's Safari Run, and we're excited to raise awareness in our community by promoting a healthy and family fun event.

The event is scheduled for Saturday, March 16, 2024, from 7:30 to 11:00 a.m. and will be held inside the main parking lot of our South Texas Health System Children's hospital, located at 1102 W. Trenton Rd. Edinburg, TX 78539.

This event would not be a success without the help of our community partners like you. We would appreciate your support and kindly ask for your assistance with the following City of Edinburg department services:

- Police to assist with traffic and safety awareness.
- Fire department to bring out the fire truck with the large flag.

Should you have any questions, please do not hesitate to contact me or System Director of Public Relations and Marketing ,Tom Castaneda via email at Tom.Castaneda@uhsrgv.com or by calling (956) 388-2020.

*Enclosed you will find the official event flyer for your reference.

Respectfully,
Kassandra Rodriguez
Event Planner
South Texas Health System
Kassandra.Rodriguez@uhsrgv.com
(956) 388-2033

EDDIE'S SAFARI RUN



TAKE A WALK (OR RUN)

On the Wild Side!

South Texas Health System® Children's invites you to take part in our 2nd Annual Eddie's Safari Run on Saturday, March 16, 2024!

Gear up for a special adventure and demonstrate your physical fitness by participating in a safari run fit for all ages!

REGISTER ONLINE AT STHSActive.com

REGISTRATION DETAILS:
- Early registration ends February 16
- Registration deadline: March 14 at noon
- Registration is limited, so register early; online registration only

FEES:
- 2K: $15 early / $20 late
- 5K: $25 early / $30 late

All proceeds benefit a local charity.

AWARD CATEGORIES:
1st, 2nd, 3rd place will be recognized in each age division (Male & Female).
Adults: 13-14, 15-16, 17-19, 20-29, 30-39, 40-49, 50-59, 60 and up
Kids: 5-7, 8-9, 10-12

PACKET PICK UP:
Friday, March 15th from 9 am - 5pm (closed from 12 -1pm)
STHS Children's Main Lobby, 1102 W. Trenton Rd. Edinburg, TX 78539

Packet pick up will also be available for late check-in on Saturday, March 16 from 6 a.m. to 7:30 a.m. in STHS Children's Main Parking Lot located at 1102 W. Trenton Rd. Edinburg, TX 78539.

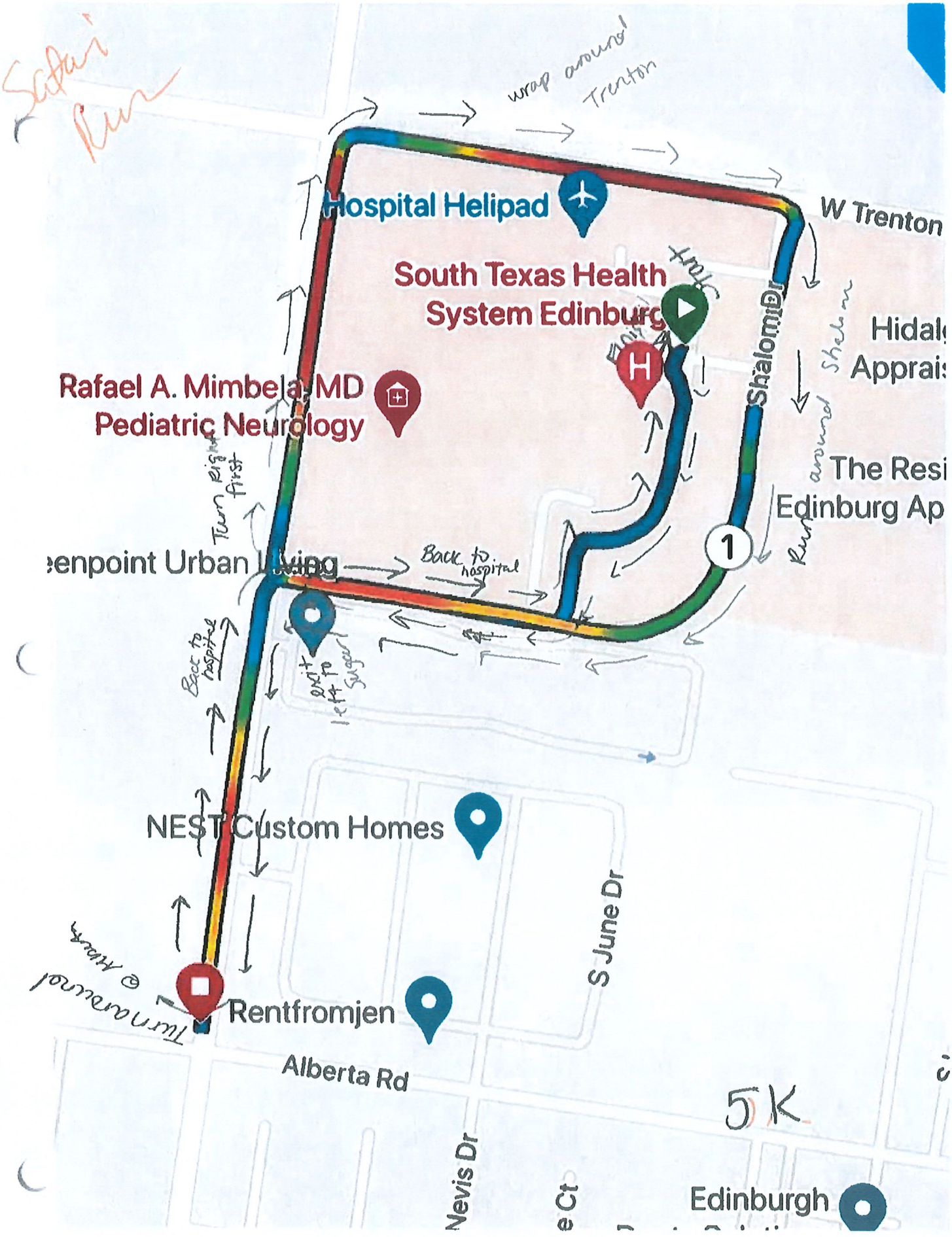
SATURDAY, MARCH 16, 2024
2K starts at 8 a.m.
5K starts at 7:30 a.m.

MAIN PARKING LOT
South Texas Health System Children's
1102 W. Trenton Rd.
Edinburg, TX 78539

CONTACT INFO:
Call STHS Marketing Department:
965-388-2020 or email
STHSMarketing@uhsinc.com.

SOUTH TEXAS HEALTH SYSTEM CHILDREN'S

southtexashealthsystemchildrens.com


Safari Run
wrap around Trenton
Hospital Helipad
W Trenton
South Texas Health System Edinburg
Start
Shalom Dr
Hidal
Apprai
Rafael A. Mimbela, MD Pediatric Neurology
Turn right first
Run around Shalom
The Resi
Edinburg Ap
1
Back to hospital
enpoint Urban Living
Back to hospital
exit left to Sugar
NEST Custom Homes
S June Dr
Turn around @ Albert
Rentfromjen
Alberta Rd
5K
Nevis Dr
Edinburgh


Safari Run
Edinburg Regional Medical Center
S Sugar Rd.
July Drive
June Drive
2k
1.15 mi
click for km
Powered by Esri | Map data Help

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: 2/13/2024 ENERGOV CASE #: _____

1. Type of Event: 5K & 2K Run / Walk
2. Name of Event: Eddy's Safari Run Phone: 956-388-2033
3. Fundraising Event? ☐ YES ☑ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☑ NO

   If fundraiser, please state use of proceeds: _____
4. Contact Name: South Texas Health System / Kassandra Rodriguez
5. Mailing Address: 4302 S. Sugar Rd · Ste. 213 Edinburg, TX 78539
6. Email: Kassandra.Rodriguez@uhsrgv.com
7. Address/Location of Event: 1102 W. Trenton Rd · Edinburg, TX 78539
8. Legal Description of Property: _____
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: Saturday, March 16, 2024 7:00 Am - 11:00 AM

Kassandra Rodriguez
Name (Please type or print

KRG
Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Insurance**

Fee: $200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: ***FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.***

Special Use Permit Application - Events

GENERAL INFORMATION

Section 2.205(E)(12) Public Interest and Special Events
of the City of Edinburg Unified Development Code

Special events in stadiums or City parks shall be regulated by the City and are not limited by this section. All other special events are permitted by Special Use permit if the following are demonstrated:

A. **Duration.** The special event shall be limited to no more than five consecutive days, not including set-up and tear-down unless approved by the City.

B. **Access Control.** If deemed necessary by the City Engineer, property access shall be controlled by special traffic personnel paid for by the applicant. Prior to receiving a permit, the applicant must provide written communication from the Police Department indicating adequate provisions have been made.

C. **Sanitation.** The City, or another applicable department or agency, shall approve the sanitary provisions. Prior to receiving a permit, the applicant must provide written communication from the applicable department or agency indicating adequate provisions have been made.

D. **Electric and Lighting.** The City's Inspector shall approve all electric and lighting facilities. Prior to receiving a permit, the applicant must provide written communication from the Inspector indicating adequate provisions have been made.

E. **Noise.** Maximum noise levels may be established. The levels shall be based on the distance of the site to adjoining residential uses and any history of complaints about similar events.

F. **Site Restoration.** The applicant shall provide surety for complete site restoration upon the event's conclusion or should the permit be revoked.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "2ND ANNUAL EDDY'S SAFARI RUN 5K AND 2K" SATURDAY, MARCH 16, 2024, LOCATED AT 1102 WEST TRENTON, AS KNOWN AS THE SOUTH TEXAS HEALTH SYSTEMS CHILDREN'S HOSPITAL AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Kassandra Rodriguez, on behalf of South Texas Health Systems – Children's Hospital has applied for a temporary special use permit and waiver of fees under Article 2. 205 of the Unified Development Code of the City of Edinburg, Texas for the "2nd Annual Eddy's Safari Run 5K and 2K" to be held on Saturday, March 16, 2024; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to South Texas Health Systems – Children's Hospital for the "2nd Annual Eddy's Safari Run 5K and 2K" Saturday, March 16, 2024, Located at 1102 West Trenton,, Edinburg, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday, March 16, 2024– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from W Trenton Rd.

3. **Security Services:** Security services are provided by city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

6. **Site Restoration:** The applicant will maintain and clear the property.

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

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

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

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

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5^{h} day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of March, 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Kassandra Rodriguez on behalf of South Texas Health Systems, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Kassandra Rodriguez, on behalf of South Texas Health Systems, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on March 5, 2024, for the "2nd Annual Eddy's Safari Run 5K and 2K"to be held Saturday, March 16, 2024, at South Texas Health System Children's Hospital, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas. Kassandra Rodriguez on behalf of South Texas Health Systems shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on March 5, 2024, for the "2nd Annual Eddy's Safari Run 5K and 2K"to be held Saturday, March 16, 2024, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 5th day of March, 2024.

CITY OF EDINBURG

BY: _____

: Myra L. Ayala, City Manager

APPROVED AS TO FORM

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

"2nd Annual Eddy's Safari Run 5K and 2K"

BY: _____
Kassandra Rodriguez

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
ORDINANCES
Agenda Item No: 8.E.
Code of Ordinances Title III, Administration, Chapter 30,
Administrative Code, Section 30.062

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.062, Transfer of City-Issued Badge to Honorably Retired or Deceased Peace Officer. [Jaime Ayala, Chief of Police]

2. **Description:**
The current City ordinance provides that the City may transfer a city-issued badge to a peace officer of the city upon qualification, including that the officer served at least 25 years of continuous service. However, the years of service in this ordinance is more than the 20 years of service required for retirement. The draft ordinance changes the time required to qualify for badge transfer from 25 years to 20 years.

Changing the years of service that qualify for badge transfer will conform with the retirement years of service.

3. **Staff's Recommendation:**
Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.062, Transfer of City-Issued Badge to Honorably Retired or Deceased Peace Officer.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Ayala, Chief of Police

Attachments:
A. Ordinance - Badge Transfer

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG BY RECODIFYING TITLE III. ADMINISTRATION, CHAPTER 30, ADMINISTRATIVE CODE, SECTION 30.062 TRANSFER OF CITY-ISSUED BADGE TO HONORABLY RETIRED OR DECEASED PEACE OFFICER; SETTING YEARS OF SERVICE AT 20 YEARS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Section 36.062 Transfer of city-issued badge to honorably retired or deceased peace officer provides that the City may transfer a city-issued badge to a peace officer of the city upon qualification, including that the officer have served at least 25 years of continuous service; and

WHEREAS, the police officers may retire from the City after 20 years of service rather than 25 years; and

WHEREAS, the City Council seeks to align the badge transfer service years requirement with the retirement service years requirement.

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

SECTION I. AUTHORITY OF LAW. The City Council specifically finds that all requirements of law have been met in the passing of this Ordinance.

SECTION II: TITLE III, ADMINISTRATION, SECTION 30.062 TRANSFER OF CITY-ISSUED BADGE TO HONORABLY RETIRED OR DECEASED PEACE OFFICER is hereby amended by amending subsection (A)(1)(b) to be read as follows:

(b) The individual was honorably retired from the city with at least 20 years of continuous service therewith; and

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

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

SECTION V. SAVINGS CLAUSE. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VI. CODIFICATION CLAUSE. The provisions of Section II of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as possible.

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

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, which was held in accordance with VTCA, Government Code, Section 551.041 on the 5th day of March, 2024.

CITY OF EDINBURG

BY:_____

Ramiro Garza, Jr., Mayor

ATTEST:

_____

Clarice Y. Balderas, City Secretary

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

BY: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
AWARDING OF BIDS
Agenda Item No: 9.A.
RFP 2024-012 - Municipal Park Turf Fields Phase II

1. **Agenda Item:**
Consider Awarding RFP No. 2024-012, Municipal Park Turf Fields Phase II to Hellas Construction, Inc. in an Amount Not to Exceed $2,085,500.00 and Authorize the City Manager to Execute Any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
In 2023, the City of Edinburg constructed its first artificial turf infield ever at Edinburg Municipal Park. The Municipal Turf Fields Phase II Project consists of the construction of artificial turf in the infield for 6 of the remaining baseball fields at Municipal Park. The project has a base proposal and an alternate proposal. The base proposal consists of the remaining three fields where the Phase I turf field is located. The alternate proposal consists of the three youth fields located on the north side of the park. The project's plans and specifications were prepared by Melden & Hunt, Inc.

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

On February 27, 2024, Proposals were opened for RFP 2024-012, Municipal Park Turf Fields Phase II. Two (2) proposals were received and opened. The highest ranked proposal is Hellas Construction, Inc. with an amount of $2,085,500.00 including Base Proposal, Alternate Proposal and Allowance. The City of Edinburg has previously done business with Hellas Construction, Inc. The City has verified no monies are owed to the City by Hellas Construction, Inc.

Below is the list of qualified contractors that submitted a proposal and provided a substitution form for an approved equal product:

Contractor	Base Proposal	Alternate Proposal	Allowance	Total
FieldTurf USA, Inc	$1,214,750.00	$977,952.00	$50,000.00	$2,242,702.00
Hellas Construction, Inc.	$1,188,500.00	$847,000.00	$50,000.00	$2,085,500.00

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2024-012, Municipal Park Turf Fields Phase II to Hellas Construction, Inc. in an Amount Not to Exceed $2,085,500.00 and Authorize the City Manager to Execute Any Related Documents Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:

A. RFP Price Tabulation - Municipal Park Turf Field Phase II
B. Agreement Turf Fields Phase II
C. Notice to Respondents - Municipal Park Turf Field Phase II
D. Bidders List
E. FieldTurf Proposal
F. Hellas Proposal
G. RFP 2024-012 Vendor Scores by Evaluation Criteria

THE CITY OF Edinburg

RFP 2024-012 - Municipal Park Turf Field Phase II
Opening Date: February 27, 2024 at 3:00 p.m.

				Respondents:		FieldTurf USA, Inc	Hellas Construction, Inc.
Line Item	**Description**	**Quantity**	**Unit of Measure**	____		**Total**	**Total**
1	Base Proposal 3 fields at 4-plex area	1	LS			$1,214,750.00	$1,188,500.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	____		**Total**	**Total**
1	Alternate Proposal - 3 small fields	1	LS			$977,952.00	$847,000.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	____		**Total**	**Total**
1	Allowance	1	LS			$50,000.00	$50,000.00

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and Hellas Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Project Phase II of Municipal Park Turf Fields is the reconstruction of infield with astro turf, per contract construction documents. Currently, the northwest field of the 4-plex fields has astro turf. The remaining 3 fields and tri-plex located on the north side of the park are part of this proposal.**

1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2024-012 Municipal Park Turf Fields Phase II**

ENGINEER

3.01 The Owner has retained **Melden & Hunt, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Ruben James De Jesus, P.E., RPLS.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 28, 2024** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 28, 2024.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestone 1: 3 Fields on four-plex where original turf field was built in 2023. The milestone start date shall be provided to Contractor by Owner in a notice to proceed.

Milestone 2: 3 Youth Fields on tri-plex on the north side of the park. The milestone start date shall be provided to Contractor by Owner no later than June 15, 2024.

The milestones imply that work cannot begin on youth fields until a Notice to Proceed is issued for Milestone 2.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**

$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Base Proposal 3 fields at 4-plex area	LS	1	$1,188,500.00	$1,188,500.00
2	Alternate Proposal – 3 small fields	LS	1	$847,000.00	$847,000.00
	Owner's Allowance	LS	1	$50,000.00	$50,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$2,085,500.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**2,085,500.00**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage); and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **34** sheets with each sheet bearing the following general title: **Municipal Park Turf Fields Phase II**.
7. Addenda (numbers **1** to **3**, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the

Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes"

(redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **March _____, 2024** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg *(typed or printed name of organization)*	Hellas Construction, Inc. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Myra L. Ayala *(typed or printed)*	Name: _____ *(typed or printed)*
Title: City Manager *(typed or printed)*	Title: _____ *(typed or printed)*
	*(If **(Hellas Construction, Inc.)** is a corporation, a partnership, or a joint venture, attach evidence of*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: City of Edinburg 415 W. University Drive Edinburg, TX 78539	Address for giving notices:
Designated Representative: Name: Mardoqueo Hinojosa *(typed or printed)* Title: City Engineer *(typed or printed)*	Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*
Address: City of Edinburg 415 W. University Drive Edinburg, TX 78539	Address:
Phone: 956-388-8211	Phone:
Email: mhinojosa@cityofedinburg.com	Email:
*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)*
	State:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI®
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018

National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 8
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 9
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 10
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 11
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 12
4.01 Commencement of Contract Times; Notice to Proceed 12
4.02 Starting the Work 12
4.03 Reference Points 12
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 14
5.01 Availability of Lands 14
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 18
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 22
6.01 Performance, Payment, and Other Bonds 22
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 26
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 28
7.03 Labor; Working Hours 28
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 29
7.06 Substitutes 30
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 34
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 36
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 40
Article 8—Other Work at the Site 41
8.01 Other Work 41
8.02 Coordination 41
8.03 Legal Relationships 42

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 43
9.01 Communications to Contractor 43
9.02 Replacement of Engineer 43
9.03 Furnish Data 43
9.04 Pay When Due 43
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 44
9.09 Limitations on Owner's Responsibilities 44
9.10 Undisclosed Hazardous Environmental Condition 44
9.11 Evidence of Financial Arrangements 44
9.12 Safety Programs 44
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 45
10.04 Engineer's Authority 45
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 46
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 47
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 48
11.07 Change of Contract Price 48
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 51

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 51
12.01 Claims 51
Article 13—Cost of the Work; Allowances; Unit Price Work 52
13.01 Cost of the Work 52
13.02 Allowances 56
13.03 Unit Price Work 56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 57
14.03 Defective Work 58
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 59
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 60
15.01 Progress Payments 60
15.02 Contractor's Warranty of Title 63
15.03 Substantial Completion 63
15.04 Partial Use or Occupancy 64
15.05 Final Inspection 65
15.06 Final Payment 65
15.07 Waiver of Claims 66
15.08 Correction Period 67
Article 16—Suspension of Work and Termination 68
16.01 Owner May Suspend Work 68
16.02 Owner May Terminate for Cause 68
16.03 Owner May Terminate for Convenience 69
16.04 Contractor May Stop Work or Terminate 69
Article 17—Final Resolution of Disputes 70
17.01 Methods and Procedures 70
Article 18—Miscellaneous 70
18.01 Giving Notice 70
18.02 Computation of Times 70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 71
18.05 No Waiver 71
18.06 Survival of Obligations 71
18.07 Controlling Law 71
18.08 Assignment of Contract 71
18.09 Successors and Assigns 71
18.10 Headings 71

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

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

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

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

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI®
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018

National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1

Article 2— Preliminary Matters 1

Article 3— Contract Documents: Intent, Requirements, Reuse 1

Article 4— Commencement and Progress of the Work 1

Article 5— Site, Subsurface and Physical Conditions, Hazardoud Environmental Conditions 2

Article 6— Bonds and Insurance 2

Article 7— Contractor's Responsibilities 6

Article 8— Other Work at the Site 6

Article 9— Owner's Responsibilities 7

Article 10— Engineer's Status During Construction 7

Article 11— Changes to the Contract 8

Article 12— Claims 8

Article 13— Cost of Work; Allowances, Unit Price Work 8

Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work 9

Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 9

Article 16— Suspension of Work and Termination 9

Article 17— Final Resolutions of Disputes 11

Article 18— Miscellaneous 11

Exhibit A— Software Requirements for Electronic Document Exchange ..... **Error! Bookmark not defined.**

Exhibit B— Foreseeable Bad Weather Days ..... **Error! Bookmark not defined.**

Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions **Error! Bookmark not defined.**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 "or otherwise resolve the claim by arbitration or other dispute resolution proceeding."

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$100,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$100,000.00
Each employee	$100,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$500,000.00
Products—Completed Operations Aggregate	$100,000.00
Personal and Advertising Injury	$250,000.00
Bodily Injury and Property Damage—Each Occurrence	$500,000.00

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$100,000.00
Each Accident	$500,000.00
Property Damage	
Each Accident	$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$250,000.00
General Aggregate	$500,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$100,000.00
General Aggregate	$100,000.00

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays**.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

REQUEST FOR PROPOSAL

2024-012

MUNICIPAL PARK TURF FIELD PHASE II

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: February 7, 2024

DEADLINE FOR QUESTIONS: February 15, 2024

RESPONSE DEADLINE: February 27, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR PROPOSAL

Municipal Park Turf Field Phase II

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

Attachments:

A - 23171-MUNICIPAL_PARK_TURF_FIELDS_PH_II_-_PLANS

B - 23171-MUNICIPAL_PARK_TURF_FIELDS_PH_II_-Tech_Specs

C - MEG_Geotechnical_Report_No._01-23-29170

1. Introduction

1.1. Summary

Project Phase II of Municipal Park Turf Fields is the reconstruction of infield with astro turf. Currently, the northwest field of the 4-plex fields has astro turf. The remaining 3 fields and tri-plex located on the north side of the park are part of this proposal.

1.2. Background

One field had its infield reconstructed in 2023. This project completes the 4-plex area and add fields with artificial turf to the municipal park facility.

1.3. Contact Information

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

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.4. Timeline

Release Project Date	February 7, 2024

Pre-Proposal Meeting (Non-Mandatory)	February 14, 2024, 3:00pm Pre-proposal Meeting will be held in person: City Hall Community Room - 1st floor 415 W. University Dr. Edinburg, TX 78541 Via Zoom: https://cityofedinburg.zoom.us/j/83828503462?pwd=QWNJK3MzZTc4T3c4WjlvUFlUVEN1dz09 Meeting ID: 838 2850 3462 Passcode: 773541
Question Submission Deadline	February 15, 2024, 5:00pm
Proposal Submission Deadline	February 27, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Municipal Park Turf Field Phase II.

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

3:00 pm, Tuesday, February 27, 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 78539, at 3:00 pm, Tuesday, February 27, 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. 2024-012" 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. 2024-012

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Thursday, February 15, 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.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Municipal Park Turf Field Phase II

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 Municipal Park Turf Field Phase II as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

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

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification

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

4. Specifications

4.1. Artificial Turf Fields

The purpose of this Request of Proposals is to reconstruct the remaining baseball fields' infield with artificial turf, **per contract documents**. This work is be completed in the area located on the 4-plex at Edinburg Municipal Park at 714 S. Raul Longoria Road. In addition, a tri-plex located on the northside of the park will get its 3 fields reconstructed in the same manner.

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 the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.4.5. 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

*5.4.6. 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

*5.4.7. 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

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

5.5. Solicitation Forms

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

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

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

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

*Response required

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

Please download the below documents, complete, and upload.

- F_-_Equipment_&_Material_Li...

*Response required

*5.5.6. Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

*5.5.7. Please fill out and sign the attached Performance Bond form and upload here.**

Please download the below documents, complete, and upload.

- K_-_Performance_Bond.pdf

*Response required

*5.5.8. Please fill out and sign the Payment Bond and upload here.**

Please download the below documents, complete, and upload.

- L_-_Payment_Bond.pdf

*Response required

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

Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

*Response required

*5.5.10. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

*Response required

*5.5.11. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

6. Pricing Proposal

BASE PROPOSAL

4-plex Area (3 Fields)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Proposal 3 fields at 4-plex area	1	LS		
TOTAL					

ALTERNATE PROPOSAL - TRI-PLEX AREA

3 small fields

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate Proposal - 3 small fields	1	LS		
TOTAL					

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Allowance	1	LS	$50,000.00	
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Proposer's itemized and total proposed price** • Total estimated cost for base bid submitted* ○ *Alternates might be included based on what is most advantageous to City.	Points Based	50 *(50% of Total)*

2.	**Experience**
	• Demonstrated prior experience for similar projects
	  ○ Include last ten (10) completed projects matching this RFP or the last five (5) years of similar completed, whichever does note exceed ten (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)** • 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 for team members working on this project.	Points Based	5 *(5% of Total)*

5.	**Three (3) Positive Reference Letters** Three (3) letters dated within the last 2 years	Points Based	10 *(10% of Total)*
6.	**Five (5) Past performance evaluation forms from previous owners of completed** Five (5) past performance evaluations included on the attachments. Failure to provide or not providing the requested amount will reduce points.	Points Based	10 *(10% of Total)*

Email
joshua@365buildersllc.com
mbesani@actglobal.com
estimator@benmarelectric.com
jgonzalez@broaddususa.com
cg@cgc-inc.com
sherri@constructionbidsource.com
ad.ekleconstructionllc@gmail.com
mcallen@gardenfactory.us
sepideh.nava@fieldturf.com
caleen@fielderschoiceinc.com
leads@hellasconstruction.com
javier@javierhinojosaeng.com
gchavez@olympialandscape.com
playrgvllc@hotmail.com
salazar_a@myyahoo.com
neil@rgvturf.com
build@riounited.com
sourcemanagement@deltek.com
t9sports@hotmail.com
d.puentes@sportsbytgs.com
luz.ramos@cmc.com
bdenney@texaspatcher.com
alan@totalbidestimating.com
bwhite@turfsolutionsgroup.com
myrna@vkrlandscaping.com
brian@virtualbx.com
jeannette@virtualbx.com
gbs@bidnet.com
evillanueva@goero.com

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

CITY OF EDINBURG

February 26, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Buy Board Contract #641-21.

BuyBoard
National Purchasing Cooperative

Click on the following BuyBoard hyperlink for due diligence documentation.

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

February 26, 2024

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

BASE BID

FIELD NAME	Adult Fields # 1, 2, 3
TURF SYSTEM	DoublePlay Natural
SQUARE FOOTAGE	50,562 SF Total
FIELD MARKINGS	Inlaid Sports Markings, Logos
PRICE- ADULT FIELD No. 1(16,854 SF)	$ 407,092.00
PRICE- ADULT FIELD No. 2(16,854 SF)	$ 403,829.00
PRICE- ADULT FIELD No. 3(16,854 SF)	$ 403,829.00
TOTAL PRICE	**$ 1,214,750.00**

ALTERNATE PRICE

FIELD NAME	Youth Fields # 1, 2, 3
TURF SYSTEM	DoublePlay Natural
SQUARE FOOTAGE	33,915 SF Total
FIELD MARKINGS	Inlaid Sports Markings, Logos
PRICE- YOUTH FIELD No. 1(11,305 SF)	$ 325,984.00
PRICE- YOUTH FIELD No. 2(11,305 SF)	$ 325,984.00
PRICE- YOUTH FIELD No. 3(11,305 SF)	$ 325,984.00
TOTAL PRICE	**$ 977,952.00**

Allowances	**LUMP SUM**
Owner Allowances	**$50,000.00**

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural system, with the following product characteristics:

NATURAL CLAY (XT-50-3/8)

- **Pile Height:** 2 Inches
- **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1059 oz/yd^2

NATURAL GRASS (FTVT-50)

- **Pile Height:** 2 Inches
- **Infill Weight:** 3.65 lb. sand & 2.6 lb. ambient rubber per sq. ft.
- **Pile Weight:** 39 oz/yd^2
- **Total System Weight:** 962 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

a) Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too:
   a. Layout Plan
   b. Field Marking Plan
   c. Detail Plans as required to complete the installation of the field
   d. SWPPP

b) Mobilization
c) Survey and layout of our Work
d) Excavate existing field to required depth
e) Lime stabilize soils per plans and specs
f) Laser-grade and compact subgrade to our required tolerances
g) Construct concrete curb at turf perimeter
h) Supply and install liner over subgrade, adhered behind new PT nailer at perimeter curb
i) Supply and install network of HDPE corrugated pipe
j) Supply and install inlet grates
k) Construct concrete headwalls at storm drain outlets
l) Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements
m) Construct concrete mounds per turf requirements
n) Supply and install set of bases, sleeves, home plates, and pitching rubbers
o) Supply and install set of Foul Poles
p) Supply and install sodding per plans
q) Installation of the artificial in-filled grass surface upon a suitable base.

r) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with an exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third-party insurance.
s) Inlaid Baseball Markings
t) (2) Three-Color Logos each approx.10'X 42' per Field
u) Velcro Home Plate & Pitcher's Mound Replacement Pieces (Set of 8 per field)
v) Maintenance Equipment - (1) FieldSweep (to be used for all fields)
w) Performance and Payment Bonds

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Any GMAX testing
c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
d) Any new fencing
e) Temporary Irrigation, grow-in maintenance
f) Geotechnical testing, investigation of site
g) Rock Excavation
h) Allowances/contingencies
i) Supply or installation of perimeter safety fencing
j) Supply or installation of any athletic equipment not listed above
k) Supply or installation of time clocks, scoreboards, or communication systems
l) Supply, installation, or replacement of padding, fencing and gates of any type if not listed above.
m) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
n) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
o) Installation of concrete paving, flatwork or asphalt paving not listed above
p) Installation of any electrical, mechanical, or plumbing associated with the field construction area not listed above
q) Locating, adjusting, or capping existing irrigation main lines or heads
r) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
s) All union labor, prevailing wages, or other labor law levies.
t) Taxes or Testing Fees

COOP PRICING PROPOSAL

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

Please feel free to reach out to any member of our project team with questions about our offer:

Sepideh Nava
Project Manager
(514) 210-6818
Sepideh.Nava@FieldTurf.com

Eric Lutz
Regional Sales Manager
(512) 868-7424
Eric.Lutz@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order (“Contract”) and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.



Per: _____
Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

_____
Owner (Signature)

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

COOP PRICING PROPOSAL

FieldTurf®
A Tarkett Sports Company



COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

CITY OF EDINBURG

February 26, 2024

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

BASE BID

FIELD NAME	Adult Fields # 1, 2, 3
TURF SYSTEM	DoublePlay Natural
SQUARE FOOTAGE	50,562 SF Total
FIELD MARKINGS	Inlaid Sports Markings, Logos
PRICE- ADULT FIELD No. 1(16,854 SF)	$ 407,092.00
PRICE- ADULT FIELD No. 2(16,854 SF)	$ 403,829.00
PRICE- ADULT FIELD No. 3(16,854 SF)	$ 403,829.00
TOTAL PRICE	**$ 1,214,750.00**

ALTERNATE PRICE

FIELD NAME	Youth Fields # 1, 2, 3
TURF SYSTEM	DoublePlay Natural
SQUARE FOOTAGE	33,915 SF Total
FIELD MARKINGS	Inlaid Sports Markings, Logos
PRICE- YOUTH FIELD No. 1(11,305 SF)	$ 325,984.00
PRICE- YOUTH FIELD No. 2(11,305 SF)	$ 325,984.00
PRICE- YOUTH FIELD No. 3(11,305 SF)	$ 325,984.00
TOTAL PRICE	**$ 977,952.00**

PRICING PROPOSAL

Allowances	LUMP SUM
Owner Allowances	**$50,000.00**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Natural system, with the following product characteristics:

NATURAL CLAY (XT-50-3/8)

- **Pile Height:** 2 Inches
- **Infill Weight:** 5.4 lb. sand & 1.5 lb. ambient rubber per sq. ft.
- **Pile Weight:** 42 oz/yd^2
- **Total System Weight:** 1059 oz/yd^2

NATURAL GRASS (FTVT-50)

- **Pile Height:** 2 Inches
- **Infill Weight:** 3.65 lb. sand & 2.6 lb. ambient rubber per sq. ft.
- **Pile Weight:** 39 oz/yd^2
- **Total System Weight:** 962 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

a) Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too:
   a. Layout Plan
   b. Field Marking Plan
   c. Detail Plans as required to complete the installation of the field
   d. SWPPP

b) Mobilization
c) Survey and layout of our Work
d) Excavate existing field to required depth
e) Lime stabilize soils per plans and specs
f) Laser-grade and compact subgrade to our required tolerances
g) Construct concrete curb at turf perimeter
h) Supply and install liner over subgrade, adhered behind new PT nailer at perimeter curb
i) Supply and install network of HDPE corrugated pipe
j) Supply and install inlet grates
k) Construct concrete headwalls at storm drain outlets
l) Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements

m) Construct concrete mounds per turf requirements
n) Supply and install set of bases, sleeves, home plates, and pitching rubbers
o) Supply and install set of Foul Poles
p) Supply and install sodding per plans
q) Installation of the artificial in-filled grass surface upon a suitable base.
r) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with an exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third-party insurance.
s) Inlaid Baseball Markings
t) (2) Three-Color Logos each approx.10'X 42' per Field
u) Velcro Home Plate & Pitcher's Mound Replacement Pieces (Set of 8 per field)
v) Maintenance Equipment - (1) FieldSweep (to be used for all fields)
w) Performance and Payment Bonds

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Any GMAX testing
c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
d) Any new fencing
e) Temporary Irrigation, grow-in maintenance
f) Geotechnical testing, investigation of site
g) Rock Excavation
h) Allowances/contingencies
i) Supply or installation of perimeter safety fencing
j) Supply or installation of any athletic equipment not listed above
k) Supply or installation of time clocks, scoreboards, or communication systems
l) Supply, installation, or replacement of padding, fencing and gates of any type if not listed above.
m) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
n) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
o) Installation of concrete paving, flatwork or asphalt paving not listed above
p) Installation of any electrical, mechanical, or plumbing associated with the field construction area not listed above
q) Locating, adjusting, or capping existing irrigation main lines or heads
r) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
s) All union labor, prevailing wages, or other labor law levies.

t) Taxes or Testing Fees

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

Please feel free to reach out to any member of our project team with questions about our offer:

Sepideh Nava
Project Manager
(514) 210-6818
Sepideh.Nava@FieldTurf.com

Eric Lutz
Regional Sales Manager
(512) 868-7424
Eric.Lutz@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.



Per: _____
Marie-Christine Raymond, Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

6. Pricing Proposal

BASE PROPOSAL

4-plex Area (3 Fields)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Proposal 3 fields at 4-plex area	1	LS	$1,214,750.00	$1,214,750.00
TOTAL					$1,214,750.00

ALTERNATE PROPOSAL - TRI-PLEX AREA

3 small fields

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate Proposal - 3 small fields	1	LS	$ 977,952.00	$ 977,952.00
TOTAL					$ 977,952.00

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Allowance	1	LS	$50,000.00	$50,000.00
TOTAL					$50,000.00

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:

2.22.2024

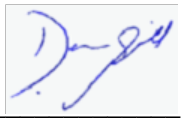
Company/Vendor Name:

FieldTurf USA Inc.

Printed Name and Title:

Darren Gill/Executed Vice President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Fieldturf USA Inc.
(Full, correct legal name)

- Address: 175 N. Industrial Blvd NE Calhoun GA 30701
- Telephone/Fax: 706-625-6533
- Email address: Eric.Lutz@tarkettsports.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? Montreal Quebec (CAN) & Calhoun Georgia (USA)

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. NA

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. NA

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Eric Lutz
Address: 350 CR 255, Georgetown, TX 78633
Telephone: 512-868-7424
Fax: 512-778-6180
Email: Eric.Lutz@tarkettsports.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. No

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.
NA

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Yes, as with any large company engaged in multiple construction markets throughout the United States, FieldTurf USA, Inc. occasionally is a party to legal proceedings from time to time. Additional information can be provided upon request.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Darren Gill, being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of FieldTurf USA Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Executive Vice President

Subscribed and sworn to me this 21st day of February 2024.

By:

Notary Public

Commissioner for Oaths
Dwight Dominic Dulas
#231497
For Québec and for outside of Canada

My commission expires 09-21-2026

HOUSE BILL 89 VERIFICATION

I, Darren Gill, the undersigned representative of

FieldTurf USA Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Darren Gill / Executive Vice President

TYPE/PRINT NAME AND TITLE:

2/27/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Darren Gill, the undersigned representative of

FieldTurf USA Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Darren Gill / Executive Vice President

TYPE/PRINT NAME AND TITLE:

2/27/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Darren Gill, the undersigned representative of

FieldTurf USA Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Darren Gill / Executive Vice President

TYPE/PRINT NAME AND TITLE:

2/27/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NA

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.**

NA

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.** NA

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.** NA

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

2/22/2024

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: Eric Lutz

Reference Company Name: Field Turf

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: [signature]

Printed Name: Albert Guerra, Asst. Supt of Schools, Hidalgo ISD

Date: February 13, 2024

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

Reference For: Field Turf

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Orlando Garcia, PSJA ISD Athletic Director

Date: Feb. 8, 2024

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

Reference For: _____

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: 

Printed Name: Dan Gomez

Date: Feb. 9, 2024

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

Reference For: FIELD TURF

Reference Company Name: UNITED ISD ATHLETICS - BOBBY CRUZ

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____

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

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

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

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

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

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

Signature: _____

Printed Name: BOBBY CRUZ - VISD DIRECTOR OF ATHLETICS

Date: 2/14/24

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

Reference For: Eric Lutz

Reference Company Name: FieldTurf

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: 

Printed Name: Jeremy Stolfa

Date: 2/15/2024

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Fieldturf USA, Inc. Address *(principal place of business)*: 7445 Cote-de-Liesse Rd., Ste. 200 Montreal, Quebec, Canada, H4T 1G2	Name: Federal Insurance Company Address *(principal place of business)*: 202B Hall's Mill Rd. Whitehouse Station, NJ 08889
Owner Name: City of Edinburg Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: RFP 2024-012, Municipal Park Turf Field Phase II Bid Due Date: February 27, 2024

Bond

Penal Sum: Five Percent of Amount Bid (5%)

Date of Bond: February 15, 2024

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Fieldturf USA, Inc. *(Full formal name of Bidder)*	Federal Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Darren Gill *(Printed or typed)*	Name: Jeffrey M. Wilson *(Printed or typed)*
Title: Executive Vice President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Tahira Khan *(Printed or typed)*	Name: Mark W. Edwards, II *(Printed or typed)*
Title: Junior Paralegal	Title: Senior Vice President - Surety

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **25th** day of **April, 2023.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **25th** day of **April 2023** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 15, 2024

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB®

SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1– GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	FieldTurf USA Inc.		
Corporate Office Calhoun			
Name:	Eric Lutz	Phone number:	512-868-7424
Title:	Regional Sales Manager	Email address:	Eric.Lutz@tarkettsports.com
Business address of corporate office:	175 N. Industrial Blvd NE Calhoun GA 30701		
Local Office Georgetown			
Name:	Eric Lutz	Phone number:	512-868-7424
Title:	Regional Sales Manager	Email address:	Eric.Lutz@tarkettsports.com
Business address of local office:	350 CR 255, Georgetown, TX 78633		

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. NA		
	2. NA		
	3. NA		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	11/6/ 1996	State in which Business was formed:	Florida
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:	FieldTurf Tarkett USA Holding	Affiliation:	Parent company (100% ownership)
Address:	1209 Orange Street,Wilmington,Delaware,19801 USA		
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:	Eric Daliere	Title:	CEO and President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Jennifer Hopper	Title:	CFO and Treasurer
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Marie-France Nantel	Title:	Secretary
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Darren Gill	Title:	Assistant Secretary

ARTICLE 2– LICENSING

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

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

ARTICLE 3– DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	NA	NA
☐ Minority Business Enterprise	NA	NA
☐ Woman-Owned Business Enterprise	NA	NA
☐ Small Business Enterprise	NA	NA
☐ Disabled Business Enterprise	NA	NA
☐ Veteran-Owned Business Enterprise	NA	NA
☐ Service-Disabled Veteran-Owned Business	NA	NA
☐ HUBZone Business (Historically Underutilized) Business	NA	NA
☐ Other NA		
☑ None		

ARTICLE 4– SAFETY

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

Name of Business's Safety Officer:	Leann Caviness -DOT Environmental Health & Safety Manager	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	National Safety Council	Feb 2016
First Aid/CPR/AED	American Red Cross	Feb 2022

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
FieldTurf	0.620			0.680			0.580		
MVP	0.79			0.79			0.75		

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:	Chubb Group of Insurance Companies
Surety is a corporation organized and existing under the laws of the state of:	Alabama
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):	2211, 7th Ave. S Bermingham, AL 35233

Physical Address (principal place of business):	2211, 7th Ave. S Bermingham, AL 35233		
Phone (main):	205-616-0168	Phone (claims):	205-616-0168

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)	
Willis Towers Watson Northeast, Inc.		Policy # UB-8P793534-20-51-K	
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):	c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		
Physical Address (principal place of business):	c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		
Phone (main):	877-945-7378	Phone (claims):	877-945-7378

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:	700
Estimate of revenue for the current year:	215 M
Estimate of revenue for the previous year:	192 M

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

Years of experience with projects like the proposed project:	27 Years			
As a general contractor:	27	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	Yes			
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. attached

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. NA

B. Diverse Business Certifications if required by Paragraph 3.01. NA

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

D. Financial statements as required by Paragraph 5.01. Not Requested-It can be provided upon request

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

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

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

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

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: FieldTurf USA Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Darren Gill
(typed or printed)

Title: Executive Vice President
(typed or printed)

Date: 2/22/2024
(date signed)

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

Attest: Tahira Khan
(individual's signature)

Name: Tahira Khan
(typed or printed)

Title: Junior Paralegal
(typed or printed)

Address for giving notices:
350 CR 255, Georgetown, TX 78633

Designated Representative:

Name: Eric Lutz
(typed or printed)

Title: Regional Sales Manager
(typed or printed)

Address:
350 CR 255, Georgetown, TX 78633

Phone: 512-868-7424

Email: Eric.Lutz@tarkettsports.com

Schedule A—Current Projects

Name of Organization	FieldTurf USA Inc.				
Project Owner	Seguin ISD		Project Name	Seguin ISD Matador Baseball and softball fields	
General Description of Project	Civil Construction and Synthetic turf Installation for existing Baseball and Softball Fields				
Project Cost	$9,278,133.00		Date Project	2023-Ongoing	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sepideh Nava	Cruz Leon	Tony Freeman	Jeremy Wyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Craig Dailey	AD	Seguin ISD	830-660-0296	cdailey@seguin.k12.tx.us
Designer	Florin Popa	Principal	PBGroup	210-716-0565	
Construction Manager	NA				

Project Owner	Hidalgo ISD		Project Name	Hidalgo HS Baseball, Softball and Football Replacement	
General Description of Project	Design Build of a Softball and Baseball Field and Turf Replacement of Football Stadium				
Project Cost	$2,674,433.00		Date Project	2023-Ongoing	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sepideh Nava	Todd Bresee	Tony Freeman	Jeremy Wyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Albert Guerra	Assistant Superintendent	Hidalgo ISD	956-843-4467	alguerra@hidalgo-isd.org
Designer	N/A				
Construction Manager	N/A				

Project Owner	City of Midland		Project Name	Reyes Mashburn Baseball Fields	
General Description of Project	Full construction of six synthetic turf baseball fields and site development				
Project Cost	$12,547,425.00		Date Project	2023-Ongoing	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jack Price	Todd Bresee	Tony Freeman	Jeremy Wyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Laurie Williams	Community Service Director	City of Midland	432-685-7370	lwilliams@midlandtexas.gov
Designer	Brent Luck	Owner	Luck Design Team	512-810-0684	bluck@luckdesignteam.com
Construction Manager	NA				

Schedule B—Previous Experience with Similar Projects

Name of Organization	FieldTurf			
Project Owner	Southwest ISD	Project Name	SWISD Southwest and Legacy High Schools Multifield	
General Description of Project	Design-Build of 4 Baseball and Softball fields and Turf Replacement at one Football Stadium			
Project Cost	$4,489,985.00	Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Sepideh Nava	Cruz Leon	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Thomas Kreuger	Director of Facilities	Southwest ISD	210-622-4370	tkrueger@swisd.net
Designer	N/A				
Construction Manager	N/A				

Project Owner	Trinity University	Project Name	Trinity University Baseball and Softball Fields	
General Description of Project	Design build project including installation of synthetic turf on university's existing Baseball and softball fields			
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brenda Armendariz	Todd Bresee	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Seth Asbury	Associate AD Facilities	Trinity University	210-722-7773	sasbury@trinity.edu
Designer	FieldTurf (Design Build)				
Construction Manager	NA				

Project Owner	Pharr San Juan Alamo ISD (PSJA ISD)	Project Name	PSJA ISD Baseball, Softball fields	
General Description of Project	Design Build project including full construction of multiple Baseball, Softball			
Project Cost	$ 6,200,000	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brenda Armendariz	Todd Bresee	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Orlando Garcia	AD	PSJA ISD	956-624-1614	orlando.garcia@psjaisd.us
Designer	FieldTurf (Design Build)				
Construction Manager	NA				

Schedule B—Previous Experience with Similar Projects

Name of Organization	FieldTurf USA Inc.			
Project Owner	Point Isabel ISD	Project Name	Baseball Softball and Football Turf and Track Project	
General Description of Project	Design-Build Project including civil construction and synthetic Turf for Baseball, Softball, Football fields and track			
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brenda Armendariz	Todd Bresee	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Tony Villarreal	AD	Point Isabel ISD	956-545-6712	tvillarreal@pi-isd.net
Designer	FieldTurf Design-Build				
Construction Manager	NA				

Project Owner	La Villa ISD	Project Name	la Villa ISD Football, Baseball and Softball	
General Description of Project	Synthetic Turf and Track Upgrade			
Project Cost	$2,300,000.00	Date Project	2018	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Tara Clarini	Cody McDowell	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Dan Perez	AD	La Villa ISD	956-463-1926	daniel.perez@lavillaisd.org
Designer	FieldTurf Design-Build				
Construction Manager	NA				

Project Owner	Raymondville ISD	Project Name	Raymondville ISD Baseball, Softball and Stadium	
General Description of Project	Design-Build for Stadium, Baseball and Softball turf fields and new track surfacing at Stadium			
Project Cost	$3,063,418.00	Date Project	2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Malek Nouwayri	Cody McDowell	Tony Freeman	Jeremy Wyatt

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Frank Cantu	AD	Raymondville ISD	956-245-8813	cantujf@raymondvilleisd.org
Designer	FieldTurf Design-Build				
Construction Manager	NA				

Schedule C– Key Individuals

Project Manager			
Name of individual		Sepideh Nava	
Years of experience as project manager		5 Years	
Years of experience with this organization		2 Years	
Number of similar projects as project manager		26 Projects with FieldTurf	
Number of similar projects in other positions		Over 200	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Seguin ISD		30%	End of August 2024
Hidalgo ISD		15%	End of February 2024
University of Rio Grand Valley		20%	End of April 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Malek Nouwayri	Name	Eric Lutz
Title/Position	PM Team Lead	Title/Position	Regional Sales Manager
Organization	FieldTurf	Organization	FieldTurf
Telephone	438-364-4492	Telephone	512-868-7424
Email	Malek.Nouwayri@fieldturf.com	Email	eric.lutz@fieldturf.com
Project	Seguin ISD/Hidalgo ISD/UTRGV	Project	Seguin ISD/Hidalgo ISD/UTRGV
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		William J. Mize (Jarrad)	
Years of experience as project superintendent		27 years	
Years of experience with this organization		27 years	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
UTRGV-Football Practice Fields		25%	July 2024
UTRGV-Athletics Expansion/Renovation-Fieldhouse Addition		25%	July 2025
UTRGV-Athletics Expansion/Renovation-Vaquero Center		25%	July 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eric Lutz	Name	Rick Edigar
Title/Position	Regional Sales Manager	Title/Position	VP-Operations
Organization	FieldTurf	Organization	Beynon Sports Surfaces Inc.
Telephone	512-868-7424	Telephone	512-635-2594
Email	eric.lutz@fieldturf.com	Email	rediger@beynonsports.com
Project	PSJA ISD/Hidalgo ISD	Project	Brownsville ISD MS Tracks
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		William J. Mize (Jarrad)	
Years of experience as project manager		27 years	
Years of experience with this organization		27 years	
Number of similar projects as project manager		15	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
UTRGV-Football Practice Fields		25%	July 2024
UTRGV-Athletics Expansion/Renovation-Fieldhouse Addition		25%	July 2025
UTRGV-Athletics Expansion/Renovation-Vaquero Center		25%	July 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eric Lutz	Name	Rick Edigar
Title/Position	Regional Sales Manager	Title/Position	VP-Operations
Organization	FieldTurf	Organization	Beynon Sports Surfaces Inc.
Telephone	512-868-7424	Telephone	512-635-2594
Email	eric.lutz@fieldturf.com	Email	rediger@beynonsports.com
Project	PSJA ISD/Hidalgo ISD	Project	Brownsville ISD MS Tracks
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Quality Control Manager			
Name of individual		Matt Parsons	
Years of experience as project superintendent		1 year	
Years of experience with this organization		1 year	
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
Seguin ISD Matador Baseball and Softball fields		30%	Aug 2024
UTRGV Practice Field		20%	May 2024
Hidalgo ISD		15%	Feb 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Travis Rice	Name	Eric Lutz
Title/Position	Director of Design and Construction	Title/Position	Regional Sales Manager
Organization	FieldTurf	Organization	FieldTurf
Telephone	714-717-7952	Telephone	512-868-7424
Email	Travis.Rice@fieldturf.com	Email	eric.lutz@fieldturf.com
Project	Seguin ISD/Hidalgo ISD/UTRGV	Project	Seguin ISD/Hidalgo ISD/UTRGV
Candidate's role on project	Construction/Quality Control Manager	Candidate's role on project	Construction/Quality Control Manager

Paragraph 8.02 Explanation

Is your company or any of its owners, officers, or major shareholders currently involved in any arbitration or litigation?

Yes, as with any large company engaged in multiple construction markets throughout the United States, FieldTurf USA, Inc. occasionally is a party to legal proceedings from time to time. Additional information can be provided upon request.

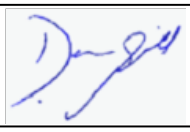
CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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 27th day of February, 2024.

FieldTurf USA Inc.
Name of Bidder



Signature of Bidder

Executive Vice 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:
*All below construction Equipment are owned by Mid Valley Paving, FieldTurf's Subcontractor for Civil work on this project.

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
2007 Ingersoll Rand Roller	✓	
Ingersoll Rand 84" Smooth drum Roller	✓	
Broce Broom	✓	
Caterpillar Motorgrader 140 H	✓	
2006 Caterpillar Motorgrader	✓	
2010 Caterpillar 938 H Wheel Loader	✓	
John Deere Tractor 8420	✓	
Reynolds 17cS12 Scraper	✓	
Reynolds 12C Scraper	✓	
2012 Caterpillar 329EL Track Excavator	✓	
2013 Caterpillar 938K Wheel Loader	✓	
2007 Caterpillar D6R-XL Crawler Tractor	✓	
2011 John Deere Tractor 8335R	✓	
Caterpillar Backhoe 420 F	✓	
2013 Bomag RS446 Soil Stabilizer/Reclaimer	✓	
2015 Caterpillar 938 M Wheel Loader	✓	
2015 Caterpillar Motorgrader 140 M3	✓	
2016Caterpillar336FL Hydraulic Excavator	✓	
2020 Caterpillar 259D3 Compact Loader	✓	

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
Synthetic Turf	FieldTurf USA Inc.
Rubber Infill	CRM Rubber
Sand Supplier	PW Gillibrand

BIDDER

Executed this: 22nd Day of : February 20. 2024

By: FieldTurf USA Inc.

BIDDER

Title: Darren Gill

NOTARY PUBLIC

State of ~~Texas~~ QUEBEC

County of: MONTREAL

Subscribed and sworn to before me this: 2-22-2024

NOTARY PUBLIC

Notary Public Commissioner for Oaths Dwight Dominic Dulos #231487 For Quebec and for outside of Canada

END OF SECTION

FieldTurf
A Tarkett Sports Company

THE ULTIMATE
SURFACE EXPERIENCE

2.27.2024
FieldTurf USA Inc.
175 N. Industrial Blvd NE,
Calhoun GA 30701

To whom it may concern :

The undersigned party certifies that FieldTurf USA Inc. 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.

Darren Gill
Printed name

Signature

Executive Vice President
Position in bidding company

2/27/2024
Date

AFFIDAVIT OF INSURANCE

THE STATE OF ~~TEXAS~~ §
§ KNOW ALL MEN BY THESE PRESENTS:
THE ~~COUNTY OF~~ Montreal,Quebec

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

Darren Gill, who
[Affiant]

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

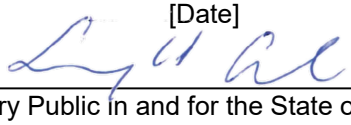
FieldTurf USA Inc.
[Contractor's Company Name]

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.



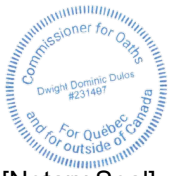
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2-21-2024.
[Date]



Notary Public in and for the State of ~~TEXAS~~ Quebec

Dwight Dulos
[Print or type Notary Public name]



[Notary Seal]

My Commission Expires: 09-21-2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: FieldTurf USA Inc.
State of Incorporation: Florida
Mailing Address: 175 N. Industrial Blvd NE Calhoun GA 30701

- 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: NA
Mailing Address: NA

- 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: NA
Mailing Address: NA

- 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.*

Darren Gill
[Typed Name and Title of Authorized Representative]



[Signature of Authorized Representative]

2/27/2024
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

FieldTurf USA,Inc
[Typed Name of Company:]

Darren Gill, Executive Vice President
[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

2/22/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Proposal for

City of Edinburg

Municipal Park Turf Field Phase II
024-012

Due: February 27, 2024, at 3:00 PM

CORPORATE HQ | 12000 West Parmer Lane | Austin, TX 78613 | T: (512) 250-2910 | F: (512) 250-1960 | hellasconstruction.com

TABLE OF CONTENTS

1. **Bid Form**
2. **Addendum Acknowledgment**
3. **COI**
4. **Required Forms**
   - Conflict of Interest
   - General Questionnaire
   - Litigation Disclosure
   - Non-Collusion Affidavit
   - HB 89
   - SB 13
   - SB 19
   - QIQ
5. **Attachment B. Past Evaluation Performance Forms**
   - Evaluation Form. Harlingen CISD
   - Evaluation Form. Jourdanton ISD
   - Evaluation Form. McAllen ISD
   - Evaluation Form. Rio Grande City ISD
   - Roma ISD
6. **Attachment C. Bid Bond**
7. **Attachment D. Statement of Bidders' Qualifications**
   - Bidders' Qualifications Form. Hellas' Responses
   - Schedule A

Schedule B
Schedule C
Hellas' List of Licenses
Hellas' Audited Financial Report. Confidential
Hellas' Litigation Summary
Key Project Personnel
Featured & Additional Project Overviews
Reference Letters

8. **Attachment E. Certificate of Bidders' Experience**
9. **Attachment F. Equipment & Material Lists**
10. **Non-Bribery Model Form**
11. **Performance and Payment Bond/NA**
12. **Affidavit of insurance**
13. **Form of Business Document**
14. **Certificate Regarding Debarment**



Bid Form

6. Pricing Proposal

BASE PROPOSAL

4-plex Area (3 Fields)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Proposal 3 fields at 4-plex area	1	LS	$1, 188,500.00	$1, 188,500.00
TOTAL	$1, 188,500.00				

ALTERNATE PROPOSAL - TRI-PLEX AREA

3 small fields

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Alternate Proposal - 3 small fields	1	LS	847,000.00	847,000.00
TOTAL	847,000.00				

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Allowance	1	LS	$50,000.00	50,000.00
TOTAL	50,000.00				

Addendum Acknowledgment

Hellas Acknowledges Addendum 1, 2 and 3

ADDENDUM NO. 3

TO: ALL PLANHOLDERS

DATE: February 22, 2024

RE: MUNICIPAL PARK TURF FIELDS PH II

Gentlemen:

You are hereby notified of the following changes to the plans, proposal, and/or specifications for the above mentioned project.

CLARIFICATION:

Basis of bid should adhere to geotechnical recommendation of Subgrade Modification listed on Table 7.1.b for a PVR of 1 ½ inches.

REVISED PLAN SET:

Plan set has been reissued with revisions addressed to Sheets 8, 13, 17, 21, and 35. Erosion Control Plan has been added on Sheet 35.

Please acknowledge the receipt of this addendum in the place shown below and return with your proposal. Thank you.

MELDEN AND HUNT, INC.

Ruben James De Jesus, P.E.
Project Engineer

Contractor's signature:

Name of Company Hellas Construction Inc.



COI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2023

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

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

PRODUCER Holmes Murphy & Associates - TX 12712 Park Central Dr., Suite 100 Dallas, TX 75251 Greg Stitts	1-214-363-4433
INSURED Hellas Construction, Inc. 12000 W Parmer Lane Cedar Park, TX 78613	

CONTACT NAME:	Holly Goldsmith
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	hgoldsmith@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMER INS CO	16535
INSURER B : WESTCHESTER SURPLUS LINES INS CO	10172
INSURER C : ILLINOIS UNION INS CO	27960
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 68030791 **REVISION NUMBER:**

THIS IS TO CERTIF THAT THE POLICIES OF INS RANCE LISTED BELO HAVE BEEN ISS ED TO THE INS RED NAMED ABOVE FOR THE POLIC PERIOD INDICATED. NOT ITHSTANDING AN REQ IREMENT, TERM OR CONDITION OF AN CONTRACT OR OTHER DOC MENT ITH RESPECT TO HICH THIS CERTIFICATE MA BE ISS ED OR MA PERTAIN, THE INS RANCE AFFORDED B THE POLICIES DESCRIBED HEREIN IS S BJECT TO ALL THE TERMS, E CL SIONS AND CONDITIONS OF S CH POLICIES. LIMITS SHO N MA HAVE BEEN RED CED B PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILIT [ ] CLAIMS-MADE [X] OCC R GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLIC [X] PRO-JECT [ ] LOC			GLO869091403	03/05/23	03/05/24	EACH OCC RRENCE DAMAGE TO RENTED PREMISES (Ea occurrence MED E P (Any one person PERSONAL & ADV INJ R GENERAL AGGREGATE PROD CTS - COMP/OP AGG	2,000,000 300,000 10,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY [X] AN A TO [ ] ALL O NED A TOS [ ] SCHED LED A TOS [ ] HIRED A TOS [ ] NON-O NED A TOS			BAP871436503	03/05/23	03/05/24	COMBINED SINGLE LIMIT (Ea accident BODIL INJ R (Per person BODIL INJ R (Per accident PROPERT DAMAGE (Per accident	2,000,000
B	[X] UMBRELLA LIAB [X] OCC R [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION			G72511426003	03/05/23	03/05/24	EACH OCC RRENCE AGGREGATE	4,000,000 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/E EC TIVE OFFICER/MEMBER E CL DED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N [N] / N / A		WC871436403	03/05/23	03/05/24	[X] C STAT - TOR LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLO EE E.L. DISEASE - POLIC LIMIT	 1,000,000 1,000,000 1,000,000
C	Pollution/Professional			COOG72567857001	03/05/22	03/05/24	Claim/Agg	2,000,000

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

CERTIFICATE HOLDER

Hellas Construction, Inc
12000 West Parmer Lane
Cedar Park, TX 78613
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/04/2023

NAME OF INSURED: Hellas Construction, Inc.

Certificate Holder is additional insured on General Liability and Auto Liability if required by written contract. Waiver of subrogation is provided to the Certificate Holder on the General Liability, Auto Liability and Employers Liability if required by written contract. 30 day notice of cancellation is provided to the Certificate Holder on the General Liability, Auto Liability, and Employers Liability policies if required by written contract. General Liability and Auto Liability coverage is primary and non-contributory of other insurance if required by written contract. Umbrella policy is follow form of the underlying General Liability, Auto Liability, Employers Liability and Contractual Liability.

SUPP (10/00)



Required Forms

Conflict of Interest

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: 02/26/24

Company/Vendor Name: Hellas Construction Inc.

Printed Name and Title: Tyler Pufahl

Authorized Signatory:



Required Forms

General Questionnaire

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Hellas Construction Inc.
(Full, correct legal name)

- Address: 12000 West Parmer Lane. Austin Texas 78613
- Telephone/Fax: 512-250-2910/ 512-250-1960
- Email address: tylerp@hellasconstruction.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? Austin, Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

— (years) — (months)

c. State the number of full-time employees at the Edinburg office. —

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Tyler Pufahl
Address: 12000 West Parmer Lane. Austin Texas 78613
Telephone: 512-250-2910
Fax: 512 250-1960
Email: tylerp@hellasconstruction.com

8. Surety Information

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

9. Bankruptcy Information

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

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



Required Forms

Litigation Disclosure

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.

Hellas has not been involved in any clain or litigation with the City
Hellas has been involved in other litigations with School Districts and or Private Companies.
Please refer to attachement on the Statement of Bidder's Qualifications

PRIVILEGED & CONFIDENTIAL

City of Edinburgh – Request for Bidder's Qualifications
Litigation Disclosure

Please be advised that information contained herein submitted as part of Hellas Construction, Inc.'s (*hereafter* referred to in certain cases as "Hellas") response to its Statement of Bidder's Qualifications submittal to the City of Edinburg may be considered privileged and/or confidential and is protected from disclosure under Chapter 552 of the Texas Government Code.

As the nation's largest fully vertically integrated sports contractor, Hellas specializes in the manufacturing, construction, and installation of sports surfaces and amenities and is operational on hundreds of projects in various locales and jurisdictions on an annual basis for both public and private entities, generating more than $400,000,000 per year. The details described below regarding pending and resolved dispute matters account for a very small proportion of Hellas' overall global operations. Although Hellas endeavors to resolve or settle disputes outside of formal legal proceedings, given the nature of the company's complex corporate structure and the obligations to its shareholders and stakeholders, from time-to-time Hellas is left with no other alternative than to defend or exercise its rights through judicial means.

Specific to Litigation Disclosure Form, Question 3 – "*[h]ave you or any member of your [f]irm or [t]eam to be assigned to this engagement ever been involved in any claim or litigation with the [city] or any other [f]ederal, [s]tate or [l]ocal [g]overnment, or [p]rivate [e]ntity during the last ten (10) years?"* Hellas nor any one on its team been involved in any claim or litigation against the City of Edinburg; however, as mentioned above, Hellas does have varying litigation or dispute matters its has instituted or defended in the last ten (10) years, which are further detailed below.

For questions regarding this document or litigation matters described herein, please contact Hellas' in-house legal counsel at (512) 250-2910, ext. 2238 or abryan@hellasconstruction.com.

LIENS, SUITS, JUDGMENTS OF RECORD RELATED TO CONSTRUCTION ACTIVITIES FILED BY AND/OR AGAINST HELLAS CONSTRUCTION BETWEEN 2014 AND 2023 (10-YEARS)

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Project Properties 360, Inc.	Hellas Construction, Inc.	Georgia – 2023 filed matter. Under the guidance of Hellas' legal counsel, it is not permitted to discuss the nature of this litigation, except for advising Hellas denies any lease term violation.	Case pending.	Open

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Hellas Construction, Inc.	Fielder's Choice, Inc.,	Texas – 2023 filed matter. Under the guidance of Hellas' legal counsel, it is not permitted to discuss the nature of this litigation, except for advising no factual dispute exists as to the material elements of the case.	Case pending.	Open
Hellas Construction, Inc.	Sports Turf Hawaii, LLC; MEI Corporation; Old Republic Insurance Company; Suretec Insurance Company; *et al.*	Hawaii – 2022 filed matter. Suit filed to recover outstanding monies owed.	Settled, favorable to Hellas; Pending court's dismissal order.	Open
Brentwood School	Del Amo Construction, Inc.	California – 2022 filed matter. Hellas is a 3rd Party Defendant, made part of broader GC design suit filed by school district alleging construction defects on the Brentwood School Project on the part of the GC. Hellas scope was limited to installation of soccer turf and sprinkler system (performed by sub-tier), none of which are directly claimed as having a defect.	Litigation pending; currently in discovery phase.	Open
Del Amo Construction, Inc. (Cross-Complainant)	Brentwood School, *et al*. (28-Other Entities, Incl. Hellas Construction, Inc.) (Cross-Defendants)			
Hellas Construction, Inc.	Archdiocese of Miami and Burke Construction Group, Inc.	Florida – 2021 filed matter. Suit to recover outstanding monies owed.	Matter dismissed against Archdiocese. Confidential settlement with Burke, favorable to Hellas.	Jun-2023
Hellas Construction, Inc.	Huffman Independent School District	Texas – 2021 filed matter. Suit regarding dispute for payment of work performed on behalf of the school district.	Case abated.	Jul-2021

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Galvan Builders Construction Company, Inc.	Liberty Mutual Insurance Company and Hellas Construction, Inc.	Texas – 2021 Filed Matter. Breach of contract filed by Plaintiff to recover outstanding monies retained by Driscoll ISD (New Athletic Track & Support Facilities Project) as liquidated damages for project delays. This is a passthrough claim filed by Galvan as subcontractor (cause of delay) for recovery of those LDs withheld.	Litigation pending; Currently in discovery phase.	Open
Martin Vela d/b/a Greslim Construction, LLC	Hellas Construction, Inc. and City of McAllen	Texas – 2021 filed matter. On the initial matter, breach of contract filed by Plaintiff for remainder of subcontract value. Hellas counterclaimed against Plaintiff for its breach of subcontract obligations and excess contract completion costs and lack of payments to sub-tiers.	Litigation pending; pending scheduling of summary judgment motion.	Open
Filegonia Site Contractors, LLC	Greslim Construction, LLC and Hellas Construction, Inc.	Texas – 2021 filed matter. Related suit by a second-tier subcontractor for an unpaid invoice by Defendant-Greslim.	Hearing on Motion to Dismiss (lack of contractual privity) is pending scheduling. Plaintiff failed to move for Default Judgment resulting from Greslim's failure to file an Answer.	**Open**
Hellas Construction, Inc.	HB Construction, Inc.	Texas – 2019 filed matter. Suit to recover outstanding monies owed.	Confidential settlement with HB Construction, favorable to Hellas.	Aug-2019

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Three Rivers ISD	Hellas Construction, Inc.	Texas – 2019 field matter (dismissed at the request of the ISD); 2022 re-filed matter by the ISD. Plaintiff sued Hellas for alleged defects in the athletic facilities Hellas constructed in two phases between 2012 and 2016 (Three Rivers ISD Athletic Projects). Hellas has filed third party petitions against subcontractors related to this litigation. The ISD never made any claims for warranty work. Hellas intends to contest the district's claim vigorously because minimal defects were identified by an expert. The majority of the issues currently under dispute relate to failure to perform proper maintenance, which again, no claim ever notified to Hellas by the district.	Litigation pending; currently in discovery phase.	Open
Hellas Construction, Inc. (3rd Party Plaintiff)	ADS Martin, L.L.C.; AK Contracting, LLC; America's Nationwide Netting, Inc. d/b/a Nets of Texas; William L. Bouchillon; Lone Star Sports Equipment d/b/a Key Enterprises, LLC; Longhorn Electrical Services, Inc.; Rocking B Tile (Jodie Parr); Rice Plumbing, Inc.; San Antonio Floor Finishers, Inc.; Techline Sports Lighting, LLC; And WTL Builders Inc. d/b/a Texas Fence Company (3rd Party Defendants)			
Pioneer Supply, LLC	Hellas Construction, Inc., Owen Construction and Liberty Mutual, Inc.	Oklahoma – 2019 filed matter. Breach of contract for unpaid subcontractor work and bond claim filed simultaneous with filing litigation.	Hellas settled with Plaintiff/supplier for confidential (full, claimed in toto), and Plaintiff dismissed its claims w/prejudice against Hellas and Liberty Mutual. Crossclaim action remain open.	Apr-2019 / Open
Hellas Construction, Inc.	HB Construction, Inc.	Texas – 2019 filed matter.	Confidential settlement with HB Construction, favorable to Hellas.	Aug-2019

Hellas Construction, Inc.	Bayside Concrete, Inc.	Texas – 2018 filed matter. Breach of subcontract litigation filed against Bayside Concrete to recover all costs incurred for certain subcontracted scope, defaulted in performance, in which Hellas completed in accordance with subcontract term rights.	Confidential settlement with Bayside Concrete, Inc., favorable to Hellas.	Sept-2019
Hellas Construction, Inc.	Pascagoula-Gautier School Board of Trustees	Mississippi – 2018 filed matter. Litigation filed against the Pascagoula-Gautier School District. Action to resolve a claim as a result of a dispute concerning the quantity of over-excavation under a contract change order value; right to change work never in dispute.	Case settled favorable to Hellas.	Mar-2019

REMAINING PENDING OR OUTSTANDING / CLOSED (SETTLED)
LEGAL MATTERS AGAINST HELLAS

Hellas currently has varying litigation matters it is currently defending, which are pending in various United States court jurisdictions. There are no current arbitration matters, in addition to any judgments or claims (including any for public project disbarment or retainage or bonds) against the company. Because these litigation matters are still ongoing, and to protect Hellas' attorney-client privilege, under the guidance of Hellas' legal counsel, it is neither permitted to describe nor discuss in greater detail the nature of the various causes of actions, except to the extent described herein. Further, any remaining matters not listed dating to year 2014 (10-year reporting period) has either been settled or resolved favorably to Hellas – noting such cases, again would not or did not result in any public project disbarment or retainage or bonds or disqualification for bidding on public projects.

Arthur Bryan, II

Arthur L. Bryan, II
In-House Counsel

Date: 02/26/2024



Required Forms

Non Collusion Affidavit

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Reed Seaton, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Hellas Construction Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title CEO & President

Subscribed and sworn to me this 26th day of February 20 24.

By: Reed Seaton

Notary Public Anisleidis Infante Rodriguez

ANISLEIDIS INFANTE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-04-2025
Notary ID 132954392

My commission expires 03/04/2025



Required Forms

HB 89

HOUSE BILL 89 VERIFICATION

I, Tyler Pufahl, the undersigned representative of Hellas Construction Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Tyler Pufahl/ Chief Estimator

TYPE/PRINT NAME AND TITLE:

02/26/24

DATE:

Required Forms

SB 13

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Tyler Pufahl

TYPE/PRINT NAME AND TITLE:

02/26/2024

DATE:



Required Forms

SB 19

SENATE BILL 19 VERIFICATION

I, Tyler Pufahl, the undersigned representative of Hellas Construction Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Tyler Pufahl Chief Estimator

TYPE/PRINT NAME AND TITLE:

02/26/2024

DATE:



Required Forms

QIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Hellas Construction Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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

02/26/24

Date



Attachment B
Past Performance
Evaluation Forms

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

Reference For: Hellas Construction Inc.

Reference Company Name: Harlingen CISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No____
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Robert L. Davies

Printed Name: Robert Davies.

Date: 02/26/24

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

Reference For: Hellas Construction Inc.

Reference Company Name: Jourdanton ISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No___
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good X Satisfactory _____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No___

Signature: _____

Printed Name: Darrell Andrus

Date: 02/26/24

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

Reference For: Hellas Construction Inc.

Reference Company Name: McAllen 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 CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: 

Printed Name: Ruben Trevino

Date: 02/26/24

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

Reference For: Hellas Construction Inc.

Reference Company Name: Rio Grande City ISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: _____

Printed Name: Rey Ramirez

Date: 02/26/24

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

Reference For: Hellas Construction Inc.

Reference Company Name: Roma ISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Carlos Gonzalez

Date: 02/26/24



Attachment C

Bid Bond

BID BOND (PENAL SUM FORM)

Bidder Name: Hellas Construction, Inc. **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 12000 West Parmer Lane Austin, TX 78613	**Surety** Name: Liberty Mutual Insurance Company **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 175 Berkeley Street Boston, MA 02116
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** Bid No. 024-012 Municipal Park Turf Field Phase II, Edinburg, TX Bid Due Date: February 27, 2024 **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]** Five Percent (5%) of the Total Amount Bid

Date of Bond: **[Date]** February 22, 2024

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Hellas Construction, Inc. *(Full formal name of Bidder)*	Liberty Mutual Insurance Company *(Full formal name of Surety) (corporate seal)*
By: *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Tyler Pujadl *(Printed or typed)*	Name: Ginger Hoke *(Printed or typed)*
Title: Chief Estimator	Title: Attorney-in-Fact
Attest: *(Signature)*	Attest: *(Signature)*
Name: Anisleidis Infante *(Printed or typed)*	Name: Mark DeWitt *(Printed or typed)*
Title: SPS	Title: Surety Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206213-969499

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ginger Hoke, Mark R. Dewitt

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To verify the validity of this bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at:
206-473-6210

You may also write to:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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 Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091

Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. 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.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al:
206-473-6210

Usted tambien puede escribir a:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al 1-800-252-3439.

Puede escribir al Departamento de Seguros

P. O. Box 149091
Austin, TX 78714-9091

Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NP 70 68 09 01



Attachment D
Statement of Bidders Qualifications

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Hellas Construction Inc.		
Corporate Office	12000 West Parmer Lane. Austin Texas 78613		
Name:	Tyler Pufahl	Phone number:	512-250-2910
Title:	Chief Estimator	Email address:	tylerp@hellasconstruction.com
Business address of corporate office:	12000 West Parmer Lane. Austin Texas 78613		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12/03/2003	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	N/A
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:	Reed Seaton	Title:	CEO & President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimitted
Name:	Frank Petrini	Title:	Secretary
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimitted
Name:	Tyler Pufahl	Title:	Chief Estimator
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimitted
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Please find attached Hellas' List of Lisences

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:	Ismael Mease	
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
Hellas Construction Inc.	0.93	1.77	2,587,449	1.57	2.88	2,361,098	1.65	4.65	2,062,956.73

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Holmes, Murphy and Associates
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):	12712 Park Central Drive, Suite 100 Dallas TX 75251

Physical Address (principal place of business):	12712 Park Central Drive, Suite 100 Dallas TX 75251		
Phone (main):	469-872-8031	Phone (claims):	800 882 5949

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)	
Holmes Murphy & Associates, Inc.		GENERAL LIABILITY	
		AUTOMOBILE LIABILITY	
		UMBRELLA LIABILITY	
		WORKERS COMPENSATION & ND EMPLOYERS' 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):	12712 Park Central Dr., Suite 100 Dallas, TX 75251		
Physical Address (principal place of business):	12712 Park Central Dr., Suite 100 Dallas, TX 75251		
Phone (main):	469-872-8031	Phone (claims):	800 882 5949

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:	1092
Estimate of revenue for the current year:	600,000,000
Estimate of revenue for the previous year:	500,000,000

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

Years of experience with projects like the proposed project: 21				
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.

Please find explanation attached

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

Please find Attachment A in the following pages

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 find projects attched

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 find resumes of key project personnel attached.

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: Hellas Construction Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Tyler Pufahl
(typed or printed)

Title: Chief Estimator
(typed or printed)

Date: 02/26/24
(date signed)

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

Attest: 
(individual's signature)

Name: Keny Patel
(typed or printed)

Title: Senior Estimator
(typed or printed)

Address for giving notices:
Tyler Pufahl
tylerp@hellasconstruction.com
12000 West Parmer Lane. Austin Texas 78613

Designated Representative:

Name: Brian Parks
(typed or printed)

Title: BDM
(typed or printed)

Address:
12000 West Parmer Lane. Austin Texas 78613

Phone: 512-250-2910

Email: bparks@hellasconstruction.com

Schedule A—Current Projects

Name of Organization	Garland ISD				
Project Owner	Graland ISD		Project Name	Sachse HS, BB/SB Fields / Rowlett HS BB/SB Haaman Forest HS BB/SB	
General Description of Project	Synthetic Turf				
Project Cost	11,750,373		Date Project	In Progress	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Brandon Beck	Julio A Torres Flores	Julio A Torres Flores	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ron Griffen	Director of Athletics	Graland ISD	469-733-5318	rlgriffe@garlandisd.net
Designer	N/A				
Construction Manager	Hellas Construction Inc.				

Project Owner	Roma ISD		Project Name	Roma SH Adding New Tuf Areas & 6 Kickabout Fields	
General Description of Project	Synthetic turf remove and replace BB/SB Field & 6 Kickabout Fields.				
Project Cost	1,470,840		Date Project	In Progress	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ty Valadez Jr	Jose J Murillo	Izzy Mease	Santos Verdin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Carlos Gonzalez	Superintendent	Roma ISD	956-5000-371	cgonzalez@romaisd.com
Designer	N/A				
Construction Manager	Hellas Construction Inc.				

Project Owner	Bartlett ISD		Project Name	Bartlett ISD Campus Improvements	
General Description of Project	Campus Improvements, Football. BB/SB, Lighting				
Project Cost	4,268,619		Date Project	In Progress	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Monica Martinez	Martin Jaime Saucedo	Martin Jaime Saucedo	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Teddy Clevenger	Superintendent	Bartlett ISD	254-718-9410	tclevenger@bartlett.txed.net
Designer					
Construction Manager	Berry & Clay	Principal	Berry and Clay	(903) 312-8144	jack@berryandclay.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Mission Consolidated ISD				
Project Owner	Mission Consolidated ISD		Project Name	Mission High School BB/SB & Veterans memorial HS Synthetic Turf Project	
General Description of Project	BB/SB Synthetic Turf Project 4 Fields				
Project Cost	3,575, 780		Date Project	Start Date:05/11/22 Completion: 09/29/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jo Ann Lonzanida	Jeremi Anderson	Izzy Mease	Santos Verdin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ricardo Rivera	Director of Facilities	Mission CISD	9562079938	rriver49@mcisd.org
Designer	JEH Hinojosa Engineering	Engineer P. E	JAVIER HINOJOSA ENGINEERING	956-668-1588	javier@javierhinojosaeng.com
Construction Manager	Hellas Construction Inc.				

Project Owner	Sinton ISD		Project Name	Sinton HS BB/SB	
General Description of Project	Sinton High School BB/SB Fields (2)				
Project Cost	3,130,020		Date Project	Start date: 10/01/21 Completion: 01/07/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jo Ann Lonzanida	Jeremi Anderson	Jo Ann Lonzanida	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Adrian Alaniz	Head Coach	Sinton ISD	361-437-9444	aalaniz@sintonisd.net
Designer	Sylvia Cacino	Design Team Lead	Corgan	(512) 701.4713	sylvia.cacino@corgan.com
Construction Manager					

Project Owner	The City of Eagle Pass		Project Name	Athletic Upgrades: Football, Soccer, Baseball, Softball, Tennis	
General Description of Project	Design Build Project. 4 BB/SB Fields, Football Field , Beachers, Press Box, Fencing, Lighting Etc.				
Project Cost			Date Project	2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Juan de la Mota	Jeremi Anderson	Juan de la Mota	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	George Antuna	City Manager	The City of Eagle Pass	(830) 773.1111	eaglepasstx.us
Designer	Eric Horn	Main Engineer	Tait-Pitkin Sports	512) 293-1862	ehorn@tait-pitkin.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Karnes City ISD				
Project Owner	Karnes City ISD		Project Name	Karnes City ISD Baseball Field	
General Description of Project	New Construction, High School BB and SB Fields				
Project Cost	3,662,600		Date Project	Start date: 06/15/23 Completion: 02/01/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Ty Valdez	Jesus Murillo	Izzy Mease	Santos Verdin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JIm Wood	Maintenance Director	Karnes City ISD	830-534-3937	jwwood@kcisd.net
Designer	N/A				
Construction Manager	N/A				

Project Owner	Laredo Independent School District		Project Name	Laredo Veterans BB	
General Description of Project	BB/SB Field Field Construction, Dugouts				
Project Cost	974,640		Date Project	Start date: 02/04/19 Completion: 05/11/19	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Santos Verdin	Jeremi Anderson	Santos Verdin	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sylvia Barrera	Director of Athletics.	slbarrera@laredoisd.org	956-769-3485	slbarrera@laredoisd.org
Designer	N/A				
Construction Manager	N/A				

Project Owner	McAllen Independent School District		Project Name	James "Nikki" Rowe High School Baseball and Softball	
General Description of Project	BB/SB Synthetic Turf Project 4 Fields				
Project Cost	$1,698,430		Date Project	Start date: 05/01/22 Completion: 11/07/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jo Ann Lonzanida/ Ty Valdez	Jesus Murillo	Santos Verdin	Mauricio Espinosa	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ruben Trevino	Director of Facilities	McAllen ISD	956605 9296	Ruben.trevino@mcallenisd.net
Designer	N/A				
Construction Manager	N/A				

Please Find Attached Project Overviews and Additional Featured Project

Schedule C—Key Individuals

Project Manager			
Name of individual		Ty Valadez Jr	
Years of experience as project manager		8	
Years of experience with this organization		2	
Number of similar projects as project manager		More than 10 projects	
Number of similar projects in other positions		More than 50 projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Gregory Portland Indoor Turf		25 %	May 2024
Harmony School of Science		10 %	March 2024
Roma ISD		20 %	May 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sean Smith	Name	Luis Escamilla
Title/Position	Coach	Title/Position	Assistant Athletic Director
Organization	Boerne ISD	Organization	Laredo ISD
Telephone	832-260-6342	Telephone	956-229-0457
Email		Email	lescamilla@laredoisd.org
Project	Boerne ISD Track & Field	Project	Shirley Field Sports Complex
Candidate's role on project	PM	Candidate's role on project	PM

Project Superintendent			
Name of individual		Jesus Murillo	
Years of experience as project superintendent		16	
Years of experience with this organization		16	
Number of similar projects as project superintendent		More than 100 Projects	
Number of similar projects in other positions		More than 250 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Gregory Portland Inddor Turf		30 %	May 2024
Harmony School of Science		10%	March 2024
Roma ISD		20 %	May 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Carlos Gonzalez	Name	Kris O'Neil
Title/Position	Superintendent	Title/Position	Athletic Director
Organization	Roma ISD	Organization	Tuloso Midway ISD
Telephone	956 5000 371	Telephone	832- 725-0017
Email	cgonzalez@romaisd.com	Email	koneal@tmisd.us
Project	ROma ISD BB/SB Field	Project	Tuloso Midway HS BB/SB
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager		Project & Safety Manager On site	
Name of individual		Ty Valdez	
Years of experience as project manager		8 years	
Years of experience with this organization		2 years	
Number of similar projects as project manager		More than 10 projects	
Number of similar projects in other positions		More than 50 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Gregory Portland Indoor Turf		25%	May 2024
Harmony School of Science		10%	March 2024
Roma ISD		20%	May 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sean Smith	Name	Carlos Gonzalez
Title/Position	Coach	Title/Position	Superintendent
Organization	Boerne ISD	Organization	Roma ISD
Telephone	832-260-6342	Telephone	956-5000-371
Email		Email	cgonzalez@romaisd.com
Project	Turf, Track and Field	Project	Roma HS BB/SB
Candidate's role on project	PM and Safety Manager	Candidate's role on project	PM
Quality Control Manager			
Name of individual		Santos Verdin	
Years of experience as project superintendent		10 years	
Years of experience with this organization		6 years	
Number of similar projects as project superintendent		More than 100 projects	
Number of similar projects in other positions		More than 250 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Gregory Portland Inddor Turf		25 %	May 2024
Northside ISD Tennis Upgrades		10%	August 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jim Woods	Name	Rolando Salinas
Title/Position	Maintenance Director	Title/Position	Deputy Superintendent for District Operations
Organization	Karnes City ISD	Organization	Eagle Pass CISD
Telephone	(830) 534-3937	Telephone	830-776-2833
Email	jwwood@kcisd.net	Email	rsalinas3@eaglepassisd.net
Project	Karnes City ISD SB Field	Project	BB/SB Field
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager



Hellas' List of Licenses.

Hellas Construction, Inc.
State Licenses

State	License #:
Alabama	General Contractors License #: S-50209 Birmingham : 409396 Subcontractor License #: S-50209
	Troy.AL 05666
Alaska	License #:34940 Alaska Business License #:932849
Arizona	License #:279427 Class: A License #: 201701 Class: CR-5
	arizona TTP License:20026707
Arkansas	License #:0153840623
British Colombia	No State Contractors License Required
California	License #: 852751 Class: C61/D12 A B
California	License #: 852751 Class: C61/D12 A B
Colorado	No State Contractors License Required
Pueblo ,CO	ACCOUNT:22816
Connecticut	No State Contractors License Required
Florida	License #: CGC1520756
Georgia-Hellas	License #: GCCO005262
Hawaii	License #: 30516 Class: C17, C68FF
Idaho	Contractors Registration #: RCE-40755 Public Works License #: PWC-C-16872- Unlimited-4
Illinois	No State Contractors License Required Certificate of Registration #: 10426
Indiana	No State Contractors License Required
Iowa	Contractor Registration Certificate #: C094005
Kansas	No State Contractors License Required We are pre-qualified to work/ bid in Kansas
Kentucky	No State Contractors License Required
Louisiana	License #: 42197 Class: Sporting Facilities, Golf Courses, Building Construction
Maine	No State Contractor's License Required
Maryland	Business License#11934993
Massachusetts	No State Contractor's License Required
Michigan	No State Contractor's License Required
Minnesota	No State Contractor's License Required
Mississippi	License #: 07329-MC Class: Building, Athletic Turf, Track, Tennis Courts
Missouri	No State Contractor's License Required

CONFIDENTIAL INFORMATION.
FOR EVALUATION PURPOSES ONLY.

Hellas Construction, Inc.
State Licenses

Montana	**No State Contractor's License Required** **DOL Contractor Registration #: 155136**
Nebraska	**Contractor Registration Certificate #: 42346** **DOR Registration #: 032-009427082**
Nevada	**License #: 0059089** Class: A **State Business License #: NV20041450788**
New Hampshire	**No State Contractor's License Required**
New Jersey	**Public Works Contractor Certificate #: 637542**
New Mexico	**License #: 90360** Class: GF05, GB98 **Public Works Registration #: 0071720050714**
New York	**No State Contractor's License Required**
North Carolina	**License #: 68065** Class:
North Dakota	**License #: 37269**
Ohio	**No State Contractor's License Required**
Oklahoma	**No State Contractor's License Required**
Oregon	**License #: 196949**
Pennsylvania	**No State Contractors License Required**
Rhode Island	**Contractor's Registration #: 38999**
South Carolina	**License #: G114510** Class:
South Dakota	**No State Contractor's License Required**
Tennessee	**License ID #: 00052685** Class:
Texas	**No State Contractor's License Required**
Utah	**License #: 5764605-5501** Class:
Vermont	**No State Contractor's License Required**
Virginia	**License #: 2705125931** Class:
Fairfax County, VA	**0001-11-7068**
Washington	**Dept of L&I Registration #: HELLACI967QH** **Corporation Registration #: 602 438 390**
Renton, WA	
Tacoma, WA	
West Virginia	**License #: WV045897** Class:
Wisconsin	**Contractors Certification**
Wyoming	**No State Contractors License Required**

CONFIDENTIAL INFORMATION.
FOR EVALUATION PURPOSES ONLY.



Hellas' Financial Information

CONFIDENTIAL

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022

CONFIDENTIAL

TABLE OF CONTENTS

	PAGE
Independent auditors' report	1 - 2
Consolidated financial statements:	
Consolidated balance sheet	3 - 4
Consolidated statement of income	5
Consolidated statement of changes in stockholders' equity	6
Consolidated statement of cash flows	7 - 8
Notes to consolidated financial statements	9 - 21

CONFIDENTIAL

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Hellas Construction, Inc. and subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Hellas Construction, Inc. and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the year then ended and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hellas Construction, Inc. and subsidiaries as of December 31, 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Hellas Construction, Inc. and subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

CONFIDENTIAL

Emphasis of Matter

As discussed in Note A to the financial statements, as of January 1, 2022, the Company adopted Accounting Standards Update (ASU) No. 2016-02 "Leases" (ASC Topic 842). Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Hellas Construction, Inc. and subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

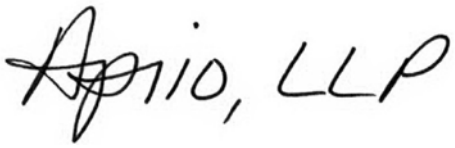
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Hellas Construction, Inc. and subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Hellas Construction, Inc. and subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Atlanta, Georgia

June 12, 2023

CONFIDENTIAL

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2022

ASSETS

	Amount
Current assets	
Cash and cash equivalents	$ 13,481,998
Contract receivables	81,429,119
Contract retention	12,230,611
Cost and estimated earnings in excess of billings on uncompleted contracts	15,915,347
Inventory	23,417,442
Other current assets	5,815,662
Total current assets	152,290,179
Property and equipment, net	63,209,410
Intangible assets, net	5,078,456
Operating right of use assets	20,633,334
Finance right of use assets, net	2,288,811
Other assets	2,443,922
Total assets	$ 245,944,112

CONFIDENTIAL

See the accompanying notes to the consolidated financial statements

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2022

LIABILITIES AND STOCKHOLDERS' EQUITY

	Amount
Current liabilities	
Accounts payable	$ 35,565,367
Accounts payable - retention	3,179,500
Accrued liabilities	37,541,428
Billings in excess of costs and estimated earnings on uncompleted contracts	34,007,716
Current portion of operating lease liabilities	1,271,529
Current portion of finance lease liabilities	609,668
Total current liabilities	112,175,208
Long-term liabilities	
Due to parent	65,809,782
Operating lease liabilities, less current portion	19,693,268
Finance lease liabilities, less current portion	1,679,144
Deferred income taxes	4,737,171
Total long-term liabilities	91,919,365
Stockholders' equity	
Common stock, $0.01 par value, 1,000,000 shares authorized, 512,273 shares issued and 302,870 shares outstanding	5,123
Additional paid-in capital	8,028,198
Treasury stock, 209,403 shares at cost	(26,244,938)
Retained earnings	58,259,709
Stockholders' equity attributable to Hellas	40,048,092
Noncontrolling interest	1,801,447
Total liabilities and stockholders' equity	$ 245,944,112

CONFIDENTIAL

See the accompanying notes to the consolidated financial statements

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2022

	Amount
Contract revenue	$ 502,460,474
Cost of revenue	425,965,640
Gross profit	76,494,834
Selling, general and administrative expenses	46,543,611
Income from operations	29,951,223
Other expense	
Interest expense	(3,332,964)
Other expense	(367,052)
Total other expense	(3,700,016)
Net income before provision for income taxes	26,251,207
Income tax provision	(7,327,021)
Net income	18,924,186
Noncontrolling interest	(224,673)
Income attributable to Hellas Construction, Inc.	$ 19,148,859

CONFIDENTIAL

See the accompanying notes to the consolidated financial statements

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2022

	Common Stock		Additional Paid-in	Treasury Stock		Retained	Total Hellas Construction, Inc. Stockholders'	Noncontrolling	
	Shares	Amount	Capital	Shares	Amount	Earnings	Equity	Interests	Total
Balance at January 1, 2022	512,273	$ 5,123	$ 8,028,197	163,847	$ (22,016,009)	$ 50,029,707	$ 36,047,018	$ 2,026,120	$ 38,073,138
Distributions	-	-	-	-	-	(10,918,857)	(10,918,857)	-	(10,918,857)
Purchase of Treasury Stock	-	-	-	45,556	(4,228,929)	-	(4,228,929)	-	(4,228,929)
Net income	-	-	-	-	-	19,148,859	19,148,859	(224,673)	18,924,186
Balance at December 31, 2022	[illegible]	$ 5,12[illegible]	$ [illegible]	[illegible]	$ (2[illegible])	[illegible]	$ 40[illegible]	$ 1,801,447	$ 41,849,539

CONFIDENTIAL

See auditors' report and accompanying notes

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

	Amount
Cash flows from operating activities	
Net income	$ 18,924,186
Adjustments to reconcile net income to cash provided by operating activities:	
Depreciation	8,786,115
Amortization	645,677
Amortization of ROU assets	2,391,748
Gain on disposition of property and equipment	(50,419)
Deferred income taxes	(2,084,226)
Change in operating assets and liabilities:	
Contract receivables and retention	(20,467,524)
Other current assets	10,457,229
Inventory	(7,054,943)
Billings, costs and estimated earnings on uncompleted contracts	10,051,390
Other assets	(1,774,592)
Accounts payable and accrued liabilities	11,371,831
Lease liability reduction	(3,342,872)
Cash provided by operating activities	27,853,600
Cash flows from investing activities	
Acquisition of property and equipment	(44,521,707)
Cash used by investing activities	(44,521,707)
Cash flows from financing activities	
Net payments on revolving line of credit	(6,500,000)
Proceeds from issuance of debt from the parent	79,809,782
Principal payments on long-term debt	(42,878,693)
Payments on finance leases	(210,589)
Distributions	(10,918,857)
Payments to acquire treasury stock	(4,228,929)
Cash provided by financing activities	15,072,714
Net decrease in cash and cash equivalents	(1,595,393)
Cash and cash equivalents, beginning of year	15,077,391
Cash and cash equivalents, end of year	$ 13,481,998

CONFIDENTIAL

See the accompanying notes to the consolidated financial statements

HELLAS CONSTRUCTION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash paid during the year for:	
Interest	$ 3,615,175
Income taxes	4,514,000
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS	
Right of use asset and lease liability recognized	$ 24,309,061

CONFIDENTIAL

See the accompanying notes to the consolidated financial statements

Note A
Summary of Significant Accounting Policies

Nature of Operations and Consolidation:

The accompanying consolidated financial statements include the accounts of Hellas Construction, Inc. and subsidiaries ("Hellas" or the "Company") and its wholly-owned subsidiaries. Hellas is 100% owned by TCG US Acquisition Company LLC, the U.S.-based holding company for its ultimate "Parent" TCG Group BV, a Netherlands company. Significant intercompany balances and transactions have been eliminated in consolidation. Hellas, headquartered in Austin, Texas, is engaged in the construction of sports facilities within the United States of America. The work is generally performed under fixed-price contracts.

During the year, the shareholders of Hellas sold 100% of the outstanding common stock to TCG Group BV, a Netherlands company (the “Parent”.) The Parent elected to not push down the financial reporting impacts of the business combination to the consolidated financial statements of Hellas. As part of the acquisition, the Parent provided funding on a long-term basis to Hellas to retire approximately $35,610,000 of outstanding debt and to acquire approximately $40,440,000 of property and equipment as well as additional working capital. At December 31, 2022, the outstanding balance due to Parent under this loan arrangement was $65,809,782. The loan arrangement calls for interest to be payable quarterly at the EURIBOR rate + 5%.

CONFIDENTIAL

The Company's subsidiaries include Spear Industries, LLC (d.b.a. "Hellas Textiles"); Roxie Polymers, LLC (d.b.a. "Hellas Polymers"); Hellas Guarantee Corporation; Hellas Leasing Corporation; Hellas Air, LLC; Archon Fibers, LLC (d.b.a. "Hellas Fibers"); CG&B Enterprises, Inc. (d.b.a. "CG&B); 1010 East Kinsbury, LLC; Seguin, LLC; Safeplay, LLC; Polygreen of America, LLC; Green Living Services Holdings, Inc.; Tait Pitkin Sports Engineering, LLC, Ace Sports Turf Landscaping LLC; EcoNailer, LLC; and Sports Provisions Holdings, LLC and its subsidiaries.

Spear Industries, LLC manufactures sports field turf solely for Hellas. Roxie Polymers is located in Austin, Texas, and is engaged in the manufacturing of carpet coating and backing for products sold to Hellas. Archon Fibers, LLC, located in Dadeville, Alabama, is engaged in the manufacturing of yarn for sports field turf applications.

Hellas Guarantee Corporation, located in Austin, Texas, provides warranties on sports facilities that the Company manufactures and installs. Hellas Guarantee Corporation had minimal transaction activity during the year.

Hellas Leasing Corporation had no transactional activity during the year.

Hellas Air, LLC is located in Austin, Texas, and owns two aircraft that are used by the Company.

CG&B Enterprises, Inc., located in Henderson, Nevada, is engaged in general contracting, turf maintenance, and other construction services on a mostly fixed contract basis.

Note A
Summary of Significant Accounting Policies (Continued)

Sports Provisions Holdings, LLC, located in Austin, Texas, which owns 60% of Polygreen s.r.l and Tre Di s.r.l, both located in Italy, and 100% of Sports United Europe, Lda ("SUE"), located in Portugal. Polygreen is engaged in the business of production and sale of synthetic thermoplastic and organic granules for synthetic grass surfaces. Tre Di is engaged in the manufacturing of licensed pads made with recyclable polypropylene. SUE is engaged in the intermediation, import and export, purchase and sale of materials for the construction of sports infrastructures.

Noncontrolling Interest:

Noncontrolling interest is the portion of the ownership in Polygreen s.r.l and Tre Di s.r.l not directly attributable to the Company and is reported as a separate component of the Company's stockholders' equity in the consolidated financial statements. The Company's consolidated net income is reported at amounts that include the amounts attributable to both the Company and the noncontrolling interest.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management 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. Estimates are used for, but not limited to, the accounting for doubtful accounts, inventory valuation and impairment, accrued liabilities, product claims reserves, useful lives of property and equipment, estimates of contract costs and losses and related revenues, and contingencies. Actual results could differ from these estimates.

CONFIDENTIAL

Cash and Cash Equivalents:

For purpose of the statements of cash flows, the Company considers all highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Concentration of Credit Risk Arising From Cash Deposits in Excess of Insured Limits:

The Company maintains cash balances at several commercial banks, this balance can at times exceed the Federal Deposit Insurance Corporation ("FDIC") insured deposit limit of $250,000 per financial institution. At December 31, 2022, the Company's cash balance held at the commercial bank exceeded the FDIC limit by approximately $6,074,000. The Company has not experienced any losses in these accounts through the date when the financial statements were available to be issued.

Note A
Summary of Significant Accounting Policies (Continued)

Contract Asset and Liabilities:

The Company extends credit to customers located primarily throughout the United States based on the size of the customer, its payment history, and other factors. The Company generally does not require collateral to support customer receivables. Contract receivables are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts for estimated losses inherent in its contract receivables portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and a customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company reviews its allowance for doubtful accounts monthly. Account balances are charged against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company determined an allowance as of December 31, 2022, was not necessary based on the above considerations.

The Company's customer contracts typically stipulate retainage of approximately 5% of amounts billed until final project completion. Contract retention receivables totaled approximately $12,231,000 at December 31, 2022.

The Company has a significant concentration of customers within the state of Texas. For the year ended December 31, 2022, the Company had revenue of approximately $321,784,952 that was generated in Texas, which is 65% of the Company's annual revenue of $502,460,474. The contract receivable and contract retention balances included approximately $60,261,572 and $9,308,728, respectively, from customers within Texas at December 31, 2022.

CONFIDENTIAL

The opening and closing balances of contract assets and contract liabilities from contracts with customers as of December 31, 2022 and 2021, are as follows:

	2022	2021
Contract Assets:		
Contract receivables	$ 81,429,119	$ 60,357,106
Cost and estimated earnings in excess of billings on uncompleted contracts	$ 15,915,347	$ 14,141,143
Contract Liabilities:		
Accounts payable - retention	$ 3,179,500	$ 2,490,883
Billings in excess of costs and estimated earnings on uncompleted contracts	$ 34,007,716	$ 22,182,121

Note A
Summary of Significant Accounting Policies (Continued)

Inventory:

Inventory is stated at the lower of cost or net realizable value and is valued using the weighted average first-in, first-out costing method. Included in production costs are materials, direct labor and allocated overhead. The Company writes down inventories for the difference between the carrying value of the inventories and their estimated net realizable value. If actual market conditions are less favorable than those projected by management, additional write-downs may be required.

Management estimates its reserves for inventory obsolescence by continuously examining its inventories to determine if there are indicators that carrying values exceed net realizable values. Experience has shown significant indicators that could require the need for additional inventory write-downs are the age of the inventory, the length of its product life cycles, anticipated demand for the Company's products, and current economic conditions. While management believes that adequate write-downs for inventory obsolescence have been made in the consolidated financial statements as of December 31, 2022, consumer tastes and preferences will continue to change and the Company could experience additional inventory write-downs in the future.

Property and Equipment:

CONFIDENTIAL

Property and equipment are stated at cost. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is recognized.

Depreciation of property and equipment is provided using the straight-line method over the estimated useful lives of the assets, which are as follows:

Buildings	20 years
Machinery and equipment	1 to 7 years
Furniture and fixtures	2 to 7 years
Computer equipment	1 to 7 years
Vehicles and aircraft	1 to 20 years
Leasehold improvements and other equipment under capital lease	Lesser of estimated useful life or life of the lease

Depreciation expense totaled approximately $8,786,000 for the year ended December 31, 2022.

Impairment of Long-Lived Assets:

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be fully recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the assets to their fair value, which is normally determined through analysis of the future net cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount that the carrying amount of the assets exceeds the fair value of the assets. No impairment loss was recognized for the year ended December 31, 2022.

Note A
Summary of Significant Accounting Policies (Continued)

Leases:

Accounting Standards Update No. 2016-02, Leases, (Topic 842) requires the recognition of lease assets and obligations as assets and liabilities on the balance sheet. The Company adopted the standard on January 1, 2022, retrospectively at the beginning of the period with no retained earnings impact. The Company elected all available practical expedients and implemented internal controls and key system functionality to enable the preparation of financial information on adoption.

The Company determines if an arrangement is or contains a lease, at commencement of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset for leases existing at, or entered into after, the beginning of the adoption period. The lease liability is initially and subsequently recognized based on the present value of the contract's fixed future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Where the implicit rate in any given lease was not readily determinable, the Company, as an accounting policy, elected the practical expedient to use a risk-free rate to discount lease payments, across all asset classes.

The ROU asset is subsequently measured throughout the lease term at the amount of the remeasured lease liability, plus unamortized initial direct costs, or prepaid lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Operating lease cost is recognized on a straight-line basis over the lease term.

CONFIDENTIAL

The practical expedients elected permit the Company to not reassess prior conclusions about lease identification, classification, and initial direct costs. The Company has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. The Company recognizes lease costs associated with its short-term leases on a straight-line basis over the lease term. When contracts contain lease and nonlease components, the Company accounts for both components as a single lease component.

Warranties:

The Company provides standard assurance type warranties on all of its products for the repair or replacement of defective products. The Company's standard warranty periods on each of its products are as follows:

Construction	1 year
Tennis court	1 year
Track	5 years
Turf	8 years

The Company has no recourse provisions that would allow recovery of warranty costs from its suppliers. During the year ended December 31, 2022, warranty costs totaled approximately $1,326,000, including an estimated warranty reserve balance of $1,227,000.

Note A
Summary of Significant Accounting Policies (Continued)

Goodwill:

Goodwill consists of the excess of the acquired entity's purchase price over the fair value of the net tangible and intangible assets acquired. Goodwill is amortized on a straight-line basis over periods up to 10 years and is not subjected to annual impairment tests unless a triggering event occurs that indicates that the fair value may be below its carrying value. The Company has not recorded any goodwill impairment charges during the year ended December 31, 2022.

Treasury Stock:

The Company uses the cost method when it acquires its own common stock as treasury shares.

Revenue Recognition:

The Company engages in construction of sports facilities within the United States. The Company recognizes construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. The construction 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. Construction contracts are usually fixed price and recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). Contract costs include all materials, time, equipment and other indirect and direct contract costs. Revenue is recognized primarily on an input basis, based on contract costs incurred. Payment is also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time the project is completed and accepted by the customer. At December 31, 2022, the Company had a backlog of contracts in existence of approximately $158,000,000.

CONFIDENTIAL

In assessing the recognition of revenue, the Company also evaluates whether two or more contracts should be combined and accounted for as one contract and if the combined or single contract should be accounted for as multiple performance obligations which could change the amount of revenue and profit (loss) recorded in a period. Change orders may include changes in specifications or design, manner of performance, equipment, materials, scope of work, and/or the period of completion of the project. The Company analyzes its change orders to determine if they should be accounted for as a modification to an existing contract or a new stand-alone contract. The Company’s change orders are generally modifications to existing contracts and are accounted for as contract modifications by updating the transaction price and measure of progress for the performance obligations on a cumulative catch-up basis. Under this method, the cumulative impact of the profit adjustment is recognized in the period the adjustment is identified at the contract level. At December 31, 2022, the Company had accrued approximately $122,000 for estimated contract losses.

Contract assets represent cost and estimated earnings in excess of billings on incomplete contracts and fixed-price contract work in progress. Unbilled receivables, which represent an unconditional right to payment subject only to the passage of time, are reclassified to accounts receivable when they are billed under the terms of the contract. Contract liabilities represent billings in excess of cost and estimated earnings amounts billed to clients in excess of revenue recognized to date.

Note A
Summary of Significant Accounting Policies (Continued)

Deferred Costs:

Deferred costs relating to incremental costs to obtain revenue contracts, primarily consisting of commissions, are determined to be recoverable. The Company defers all non-recurring incremental costs, including commissions, that are incurred to obtain the contract and amortizes these costs over the time needed to complete the contract.

Income Taxes:

The Company accounts for income taxes using the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on the deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company records valuation allowances against deferred tax assets as deemed necessary.

The Company accounts for the uncertainty in income taxes as prescribed by the minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

CONFIDENTIAL

The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses. The Company is no longer subject to income tax examinations for years prior to 2019.

Fair Value of Financial Instruments:

The Company's financial instruments, including cash and cash equivalents, contract receivables, unbilled retention, accounts payable, accrued liabilities, and notes payable, are carried at cost, which approximates their fair value because of the short-term nature of these financial instruments. The carrying value of long-term debt is based on the instruments' interest rate, terms, maturity date and collateral, if any, in comparison to the Company's incremental borrowing rate for similar financial instruments.

Variable Interest Entities:

The Company has adopted Accounting Standards Update ("ASU") No. 2018-17, "Consolidation: Targeted Improvements to Related Party Guidance of Variable Interest Entities (Topic 810)" and elected not to apply variable interest entity guidance to legal entities under common control (including common control leasing arrangements) when both the Company and the legal entity being evaluated for consolidation are not public business entities.

Note B
Inventory

The components of inventory were as follows as of December 31, 2022:

	Amount
Raw materials	$ 19,235,094
Work-in-process	3,014,902
Finished goods	1,167,446
	$ 23,417,442

Note C
Billings, Costs and Estimated Earnings on Uncompleted Contracts

The following schedule summarizes information regarding construction contracts in progress as of December 31, 2022:

	Amount
Costs incurred to date on uncompleted contracts	$ 653,175,373
Estimated gross profit earned to date	112,687,388
	765,862,761
Less: billings to date	(783,955,130)
	$ (18,092,369)

CONFIDENTIAL

The following amounts are included in the accompanying balance sheet:

	Amount
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 15,915,347
Billings in excess of costs and estimated earnings on uncompleted contracts	(34,007,716)
	$ (18,092,369)

Note D
Property and Equipment

At December 31, 2022, the major classes of property and equipment consisted of the following:

	Amount
Land and buildings	$ 8,393,477
Machinery and equipment	67,094,839
Vehicles and aircraft	29,181,050
Furniture, fixtures and computer equipment	4,228,570
Construction in progress	1,080,327
	109,978,263
Less: accumulated depreciation	(46,768,853)
	$ 63,209,410

Note E
Intangible Assets

Intangible assets comprised of the following at December 31, 2022:

CONFIDENTIAL

	Estimated life	Gross Amount	Accumulated Amortization	Net
Goodwill	10 years	$ 6,777,793	(1,630,187)	$ 5,147,606

Amortization expense totaled approximately $646,000 for the year ended December 31, 2022.

Estimated future amortization expense is as follows:

Year Ending December 31	Amount
2023	$ 677,779
2024	677,779
2025	677,779
2026	677,779
2027	677,779
Thereafter	1,758,711
	$ 5,147,606

Note F
Income Taxes

The provision for income taxes consisted approximately of the following for the year ended December 31, 2022:

	Amount
Current tax expense	
Federal	$ 7,481,000
State	1,761,000
Foreign	169,000
Current provision for income taxes	9,411,000
Deferred tax expense	
Federal	(1,771,000)
State	(456,000)
Foreign	143,000
Deferred provision for income taxes	(2,084,000)
Total income tax expense	$ 7,327,000

CONFIDENTIAL

Substantially all of the tax effects that gave rise to the temporary differences of the deferred tax liability at December 31, 2022, were related to the basis differences of the Company's fixed assets.

Note G
Defined Contribution Plan

The Company has a qualified 401(k) Savings and Investment Plan (the "Plan") whereby employees may voluntarily contribute up to 90% of their pre-tax compensation, up to the Federal annual limits. The Company matches 100% contributed to the Plan by participants up to 3% of base compensation (subject to statutory limits) and 50% contributed to the Plan by participants over 3% and up to 5% of base compensation. During the year ended December 31, 2022, the Company contributed approximately $545,000 to the Plan.

Note H
Related Party Transactions

The Company leases land and building facilities from related parties through common ownership. Monthly lease payments are approximately $50,000. During the year ended December 31, 2022, these lease payments totaled approximately $653,000.

Note H
Related Party Transactions (Continued)

The Company leases an aircraft from Hellas Aviation, LLC, a related party through common ownership. Under the terms of the lease agreements, the Company leases the aircraft for a month-to-month lease payment of $6,750 plus all operating costs associated with the aircraft. During the year ended December 31, 2022, these lease payments and operating costs totaled approximately $81,000.

The Company had office building lease transactions of approximately $1,158,000 with Hilo Holdings I, LLC, a related party under common ownership.

Note I
Commitments

Leases:

The Company's lease portfolio consists of operating leases for real estate (office buildings and warehouses) and finance leases for motor vehicles. The Company's leases do not include termination options for either party to the leases or restrictive financial or other covenants. Payments due under the lease contracts include mainly fixed payments. Various office buildings are leased from related parties, see Note H for related party transactions. The operating leases have remaining lease terms of approximately 9 months to 16 years, and do not include any renewal options reasonably certain to exercise. The finance leases have remaining lease terms of approximately 19 months to 4 years.

CONFIDENTIAL

The components of the finance lease right of use assets as of December 31, 2022, are as follows:

	Amount
Finance lease right of use assets, gross	$ 2,499,400
Accumulated amortization finance lease right of use assets	(210,589)
Finance lease right of use assets, net	$ 2,288,811

The components of the leases for the year ending December 31, 2022, are as follows:

	Amount
Operating lease cost	$ 2,738,847
Short-term lease cost	2,880,605
Total lease cost	$ 5,619,452
Finance lease interest expense	$ 19,602
Finance lease amortization	$ 210,589
Lease liabilities arising from obtaining operating right of use assets	$ 3,083,320
Lease liabilities arising from obtaining finance right of use assets	$ 2,499,401
Cash paid for amounts included in the measurement of lease liabilities - operating leases	$ 3,342,872
Cash paid for amounts included in the measurement of lease liabilities - finance leases	$ 117,846

Note I
Commitments and Contingencies (Continued)

Weighted-average remaining lease term - operating leases	12.28 years
Weighted-average remaining lease term - finance leases	3.87 years
Weighted-average discount rate - operating leases	6.10 %
Weighted-average discount rate - finance leases	5.34 %

Maturities of the lease liability under the noncancelable operating leases as of December 31, 2022, are as follows:

Year Ending December 31	Amount
2023	$ 1,271,530
2024	1,269,003
2025	1,279,175
2026	1,345,933
2027	1,266,389
Thereafter	24,421,839
Total undiscounted lease payments	30,853,869
Less: imputed interest	(9,889,072)
Total lease liability	$ 20,964,797

CONFIDENTIAL

Maturities of the lease liability under the noncancelable financing leases as of December 31, 2022, are as follows:

Year Ending December 31	Amount
2023	$ 609,668
2024	636,707
2025	662,515
2026	636,846
Total undiscounted lease payments	2,545,736
Less: imputed interest	(256,924)
Total lease liability	$ 2,288,812

Note J
Subsequent Events

The Company evaluated subsequent events through June 12, 2023, when these financial statements were available to be issued.

Management is not aware of any significant events that occurred subsequent to the balance sheet date, and prior to the filing of this report, that would have a material impact on the consolidated financial statements.

CONFIDENTIAL



Hellas' Litigation

PRIVILEGED & CONFIDENTIAL

City of Edinburg – Request for Bidder's Qualifications

Please be advised that information contained herein submitted as part of Hellas Construction, Inc.'s (*hereafter* referred to in certain cases as "Hellas") response to its Statement of Bidder's Qualifications submittal to the City of Edinburg may be considered privileged and/or confidential and is protected from disclosure under Chapter 552 of the Texas Government Code.

As the nation's largest fully vertically integrated sports contractor, Hellas specializes in the manufacturing, construction, and installation of sports surfaces and amenities and is operational on hundreds of projects in various locales and jurisdictions on an annual basis for both public and private entities, generating more than $400,000,000 per year. The details described below regarding pending and resolved dispute matters account for a very small proportion of Hellas' overall global operations. Although Hellas endeavors to resolve or settle disputes outside of formal legal proceedings, given the nature of the company's complex corporate structure and the obligations to its shareholders and stakeholders, from time-to-time Hellas is left with no other alternative than to defend or exercise its rights through judicial means.

For questions regarding this document or litigation matters described herein, please contact Hellas' in-house legal counsel at (512) 250-2910, ext. 2238 or abryan@hellasconstruction.com.

LIENS, SUITS, JUDGMENTS OF RECORD RELATED TO CONSTRUCTION ACTIVITIES FILED BY AND/OR AGAINST HELLAS CONSTRUCTION BETWEEN 2018 AND 2023 (5-YEARS)

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Hellas Construction, Inc.	Fielder's Choice, Inc.,	Texas – 2023 filed matter. Under the guidance of Hellas' legal counsel, it is not permitted to discuss the nature of this litigation, except for advising no factual dispute exists as to the material elements of the case.	Case pending.	Open
Hellas Construction, Inc.	Sports Turf Hawaii, LLC; MEI Corporation; Old Republic Insurance Company; Suretec Insurance Company; *et al.*	Hawaii – 2022 filed matter. Suit filed to recover outstanding monies owed.	Settled, favorable to Hellas; Pending court's dismissal order.	Open

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Brentwood School	Del Amo Construction, Inc.	California – 2022 filed matter. Hellas is a 3rd Party Defendant, made part of broader GC design suit filed by school district alleging construction defects on the Brentwood School Project on the part of the GC. Hellas scope was limited to installation of soccer turf and sprinkler system (performed by sub-tier), none of which are directly claimed as having a defect.	Litigation pending; currently in discovery phase.	Open
Del Amo Construction, Inc. (Cross-Complainant)	Brentwood School, *et al*. (28-Other Entities, Incl. Hellas Construction, Inc.) (Cross-Defendants)			
Hellas Construction, Inc.	Archdiocese of Miami and Burke Construction Group, Inc.	Florida – 2021 filed matter. Suit to recover outstanding monies owed.	Matter dismissed against Archdiocese. Confidential settlement with Burke, favorable to Hellas.	Jun-2023
Hellas Construction, Inc.	Huffman Independent School District	Texas – 2021 filed matter. Suit regarding dispute for payment of work performed on behalf of the school district.	Case abated.	Jul-2021
Galvan Builders Construction Company, Inc.	Liberty Mutual Insurance Company and Hellas Construction, Inc.	Texas – 2021 Filed Matter. Breach of contract filed by Plaintiff to recover outstanding monies retained by Driscoll ISD (New Athletic Track & Support Facilities Project) as liquidated damages for project delays. This is a passthrough claim filed by Galvan as subcontractor (cause of delay) for recovery of those LDs withheld.	Litigation pending; Currently in discovery phase.	Open
Martin Vela d/b/a Greslim Construction, LLC	Hellas Construction, Inc. and City of McAllen	Texas – 2021 filed matter. On the initial matter, breach of contract filed by Plaintiff for remainder of subcontract value. Hellas counterclaimed against Plaintiff for its breach of subcontract obligations and excess contract completion costs and lack of payments to sub-tiers.	Litigation pending; pending scheduling of summary judgment motion.	Open
Filegonia Site Contractors, LLC	Greslim Construction, LLC and Hellas Construction, Inc.	Texas – 2021 filed matter. Related suit by a second-tier subcontractor for an unpaid invoice by Defendant-Greslim.	Hearing on Motion to Dismiss (lack of contractual privity) is pending scheduling. Plaintiff failed to move for Default Judgment resulting from Greslim's failure to file an Answer.	

Plaintiff	Defendant	Type of Claim	Result of Claim	Final Date
Hellas Construction, Inc.	HB Construction, Inc.	Texas – 2019 filed matter. Suit to recover outstanding monies owed.	Confidential settlement with HB Construction, favorable to Hellas.	Aug-2019
Three Rivers ISD	Hellas Construction, Inc.	Texas – 2019 field matter (dismissed at the request of the ISD); 2022 re-filed matter by the ISD. Plaintiff sued Hellas for alleged defects in the athletic facilities Hellas constructed in two phases between 2012 and 2016 (Three Rivers ISD Athletic Projects). Hellas has filed third party petitions against subcontractors related to this litigation. The ISD never made any claims for warranty work. Hellas intends to contest the district's claim vigorously because minimal defects were identified by an expert. The majority of the issues currently under dispute relate to failure to perform proper maintenance, which again, no claim ever notified to Hellas by the district.	Litigation pending; currently in discovery phase.	Open
Hellas Construction, Inc. (3rd Party Plaintiff)	ADS Martin, L.L.C.; AK Contracting, LLC; America's Nationwide Netting, Inc. d/b/a Nets of Texas; William L. Bouchillon; Lone Star Sports Equipment d/b/a Key Enterprises, LLC; Longhorn Electrical Services, Inc.; Rocking B Tile (Jodie Parr); Rice Plumbing, Inc.; San Antonio Floor Finishers, Inc.; Techline Sports Lighting, LLC; And WTL Builders Inc. d/b/a Texas Fence Company (3rd Party Defendants)			

Arthur Bryan, II

Arthur L. Bryan, II
In-House Counsel

Date: 02/26/2024



Key Project Personnel

Ty Valadez

CELL (726) 228-4749
EMAIL tcvaladez@hellasconstruction.com

EXPERIENCE

Hellas Construction, Inc. • Austin, TX
November 2022 - Present
Project Manager

TV Remodeling • San Antonio, TX
2014 - 2022
Sr. Project Manager/Estimator

EDUCATION

Texas State University • San Marcos, TX
B.S. Construction Science and Management

CERTIFICATIONS

- OSHA 30

NOTABLE PROJECTS

• Shirley Field Sports Complex	Laredo, TX	2023
• Faith Park Multipurpose Fields	Ingleside, TX	2023
• City of Laredo Tennis Courts Complex	Laredo, TX	2023
• Natalia ISD Track and Field	Natalia, TX	2023
• Annemarie Tennis Center	San Antonio, TX	2023
• Boerne ISD Stadium	Boerne, TX	2023
• New Braunfels ISD BBl and SB Renovations	New Braunfels, TX	2023
• Roma High School Baseball Field	Roma, TX	2023
• McMullen County ISD Athletic Upgrades	Tilden, TX	2022
• Holy Cross Track	San Antonio, TX	2022

Jose Jesus Murillo

CELL (512) 423-2264
EMAIL jmurillo@hellasconstruction.com

EXPERIENCE

Hellas Construction, Inc. • Austin, TX
October 2023 - Present
General Superintendent

June 2008 - October 2023
Superintendent

Stan Miller Inc. • Breckenridge, CO
August 2002 - November 2007
Operator

EDUCATION

CONALEP • Conalep Valke De Santiago, Mexico
1999

CERTIFICATIONS

- OSHA 30
- Utility Vehicle
- Sweeper, Buggy
- Forklift
- Drag Box
- Backhoe
- Dozer
- Excavator
- Loader
- Motor Grader
- Roller
- Skid Steer
- Trencher
- Laser
- Pulverizer/Mixer
- Water Truck
- Off-Road Truck
- Transit

NOTABLE PROJECTS

• McAllen High School Synthetic Football Field and Track Improvements	McAllen, TX	2023
• James “Nikki” Rowe High School Baseball and Softball	McAllen, TX	2023
• Zapata Multipurpose Field	Zapata, TX	2023
• Rio Grande City High School Baseball and Softball	Rio Grande City, TX	2022
• The City of Eagle Pass Sports Complex	Eagle Pass, TX	2020
• Hebbronville High School	Hebbronville, TX	2019
• Arlington ISD Track Additions-Shackelford Junior High	Arlington, TX	2018
• Anna ISD Sports Complex	Anna, TX	2015
• Culberson County Allamoore ISD Van Horn Eagle Stadium	Van Horn, TX	2015
• Gruver ISD Baseball & Softball Complex	Gruver, TX	2014
• West Central Valley Sports Complex	Stuart, IA	2013
• Coconino High School	Flagstaff, AZ	2009

Santos Verdin

PHONE (512) 250-2910 • CELL (512) 809-3995
EMAIL sverdin@hellasconstruction.com

EXPERIENCE

Hellas Construction, Inc. • Austin, TX
September 2020 – Present
Regional Operation Manager

Hellas Construction, Inc. • Austin, TX
September 2018 – September 2020
Project Manager

J.D. Abrams • Austin, TX
March 2018 – July 2018
Superintedent

J.D. Abrams • El Paso, TX
January 2015 – March 2018
Superintedent

J.D. Abrams • Austin, TX
June 2014 – August 2014
Estimator Internship

J.D. Abrams • Austin, TX
October 2013 – December 2014
Assistant Production Manager Internship

EDUCATION

Texas State University • San Marcos, TX
B.S., Concrete Industry Management
2015

CERTIFICATIONS

OSHA 30

REFERENCES

Jim Woods /(830) 534-3937/Karnes City ISD
Rolando Salinas/(830)-776-2833/Eagle Pass CISD
Nick Van Delist/(210)-535-5528/Karen Wagner HS

RECENT NOTABLE PROJECTS

• NISD Kallison Ranch Tennis Courts	San Antonio, TX	2021
• NISD Galm Road HS Football, Track/Field, Tennis	San Antonio, TX	2021
• NISD Kallison Ranch Tennis Courts	San Antonio, TX	2021
• NISD Football Earl Rudder MS, Coke R. Stevenson MS, and Katherine Stinson MS	San Antonio, TX	2020
• NISD BB/SB Don Hardin Athletic Complex	San Antonio, TX	2020
• NISD Sul Ross Middle School Tennis	San Antonio, TX	2020
• NISD Brennan, Holmes, Marshal, and Stevens	San Antonio, TX	2020
• Larry Kiesling BB/SB Field Sports Complex	Kenedy, TX	2020
• Victoria ISD Memorial Stadium	Victoria, TX	2020
• Pleasanton ISD Eagle Stadium Renovation	Pleasanton, TX	2020
• NBISD Track and Football at New Braunfels MS	New Braunfels, TX	2020
• CCISD Baker MS and Cunningham MS Track	Corpus Christi, TX	2020
• South San Antonio HS Stadium Renovation	San Antonio, TX	2020
• Hondo ISD Track	Hondo, TX	2019
• Texas City ISD Stadium Track and Field	Texas City, TX	2019
• Cornerstone Church Multipurpose Field and Lights	San Antonio, TX	2019
• Antonian College Preparatory HS Track	San Antonio, TX	2019
• NEISD Krueger MS Post Tension Tennis Courts	San Antonio, TX	2019



Bidder's Experience 10 Projects

Hellas has 21 years of experience in the industry. All projects listed in the following pages have been completed on time with the highest quality standards.

MISSION HIGH SCHOOL BASEBALL AND SOFTBALL SYNTHETIC TURF PROJECT

Mission Consolidated Independent School District

W 13th St, Mission, TX 78572

SPORTS

Baseball, Softball

PROJECT SCOPE & PRODUCTS

Turf: Pea Gravel, Ecotherm, Major Play - Matrix Helix

Construction: Field Construction, Fencing, Bullpens

CONTACT INFORMATION

Ricardo Rivera

9562079938 , 9563238963

rriver49@mcisd.org

FINAL CONTRACT

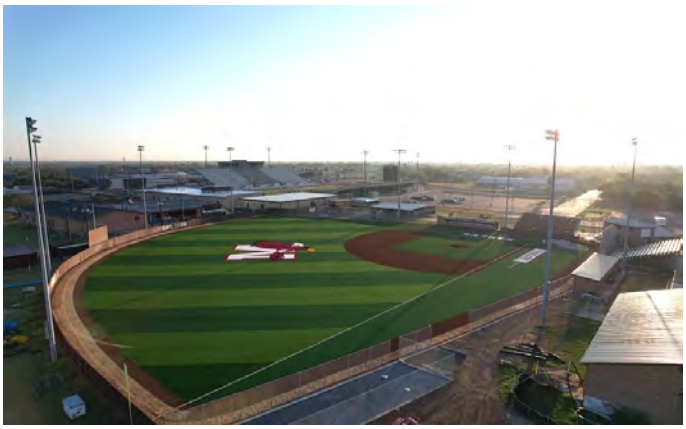
$1,766,780

COMPLETION

2022

PROJECT ID

20220332









VETERANS MEMORIAL HIGH SCHOOL BASEBALL AND SOFTBALL SYNTHETIC TURF PROJECT

Mission Consolidated Independent School District
700 E Mile 2 Rd, Mission, TX 78574







SPORTS

Baseball, Softball

PROJECT SCOPE & PRODUCTS

Turf: Pea Gravel, Ecotherm, Major Play - Matrix Helix
Construction: Field Construction, Bullpens

CONTACT INFORMATION

Ricardo Rivera
(956) 207-9938 , (956) 323-8963
rriver49@mcisd.org

FINAL CONTRACT

$1,809,000

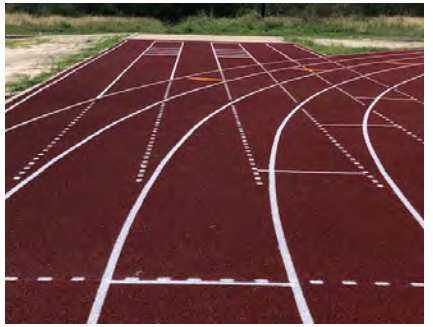
COMPLETION

2022

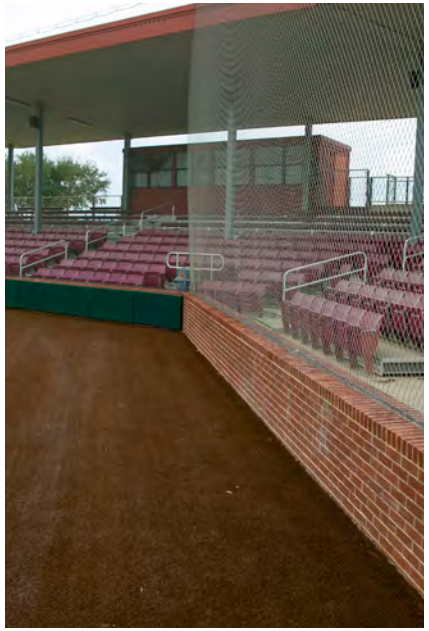
PROJECT ID

20220333











SINTON ISD
2021

Sinton, TX

SPORTS
Football, Track & Field, Tennis, Baseball, Softball

PROJECT INFORMATION
Field Construction, Field Events Construction, Track Construction, Tennis, Goal Posts, Fencing, Sidewalks, Lights, Bullpens

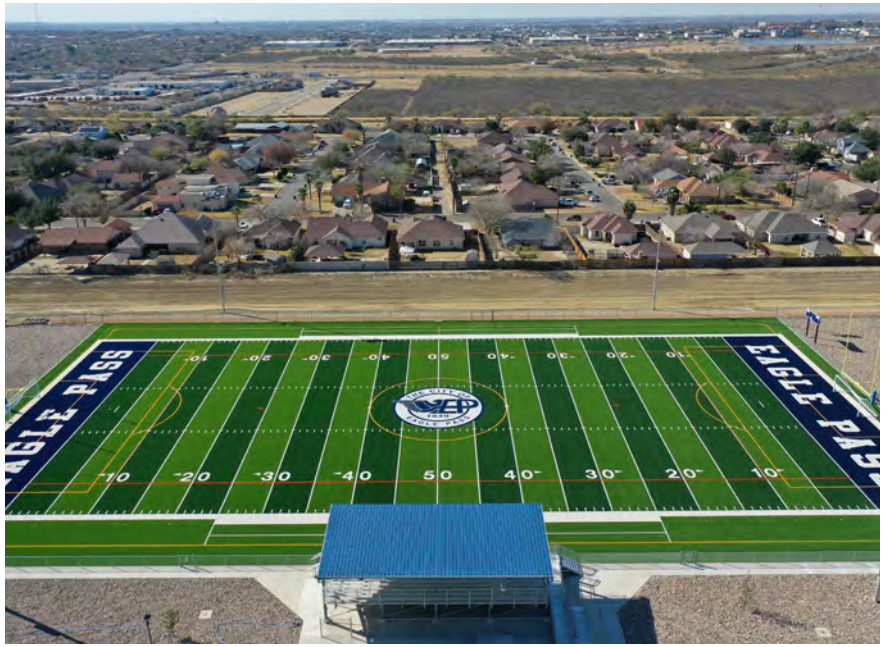
$6,876,427
(COMBINED)

OWNER CONTACT
Michael Troutman
(361) 364.6681
mtroutman@sintonisd.net

SALES CONTACT
Brian Parks

PROJECT MANAGER
Jo Anne Lonzanida

DESIGN
Corgan
Sylvia Cacino
(512) 701.4713
sylvia.cacino@corgan.com











THE CITY OF EAGLE PASS
2020
Eagle Pass, TX

SPORTS
Football, Soccer, Baseball, Softball, Tennis

PROJECT INFORMATION
Design/Build, Lights, Bleachers, Restrooms, Concession Stands, Sidewalks, Field Construction, Track Construction, Field Events Construction, Fencing, Goal Posts, Press Box, Scoreboard

$15,493,000

OWNER CONTACT
George Antuna
(830) 773.1111
George.Antuna@eaglepasstx.us

SALES CONTACT
Brian Parks

PROJECT MANAGER
Juan De la Mota

DESIGN
Tait-Pitkin Sports Engineering, as subconsultant to Hellas Construction, the Design/Build Contractor

ROMA HIGH SCHOOL TURF

Roma Independent School District
608 North Garcia St, Roma, TX 78584

SPORTS

Baseball

PROJECT SCOPE & PRODUCTS

Turf: Matrix Turf, Matrix Baseball, Matrix Batting Cage Turf, Matrix Helix, Pea Gravel, Sand, Logos, Ecotherm, Major Play - Matrix Helix, Eco Nailer, EcoNailer
Design/Build: Design/Build
Construction: Field Construction, Bullpens

CONTACT INFORMATION

Max Habecker
956-353-4131
mhabecker@romaisd.com

FINAL CONTRACT

$1,198,720

COMPLETION

2023

PROJECT ID

20230423









KARNES CITY ISD BASEBALL FIELD

Karnes City Independent School District
400 Tx-123, Karnes City, TX 78118

SPORTS

Baseball

PROJECT SCOPE & PRODUCTS

Turf: Pea Gravel, Logos, Ecotherm, Major Play - Matrix Helix, EcoNailer, Elia
Design/Build: Design/Build
Construction: Lights, Bleachers, Restrooms, Sidewalks, Field Construction, Fencing, Dugouts, Press Box, Bullpens, Scoreboard, Wall Pads
Lighting Installation: New Cooper Installation

CONTACT INFORMATION

Hector Madrigal
8176279927
hmadrigal@kcisd.net

FINAL CONTRACT

$3,662,600

COMPLETION

2023

PROJECT ID

20220380









LAREDO VETERANS BB

Laredo Independent School District
2001 Santa Maria Ave, Laredo, TX 78040

SPORTS

Baseball

PROJECT SCOPE & PRODUCTS

Turf: Matrix Turf, Realfill, Rubber
Construction: Field Construction, Dugouts

CONTACT INFORMATION

Sylvia Barrera
9562731151 , 956 273-1220
slbarrera@laredoisd.org

FINAL CONTRACT

$974,640

COMPLETION

2019

PROJECT ID

20180561









JAMES "NIKKI" ROWE HIGH SCHOOL BASEBALL AND SOFTBALL

McAllen Independent School District
2101 N Ware Rd., McAllen, TX 78501

SPORTS

Baseball, Softball

PROJECT SCOPE & PRODUCTS

Turf: Matrix Softball, Realfill, Matrix Helix, Logos, Major Play - Matrix Helix, SBR Coated, Eco Nailer, EcoNailer
Construction: Field Construction

CONTACT INFORMATION

Ruben Trevino
956-605-9296
Ruben.trevino@mcallenisd.net

FINAL CONTRACT

$1,698,430

COMPLETION

2023

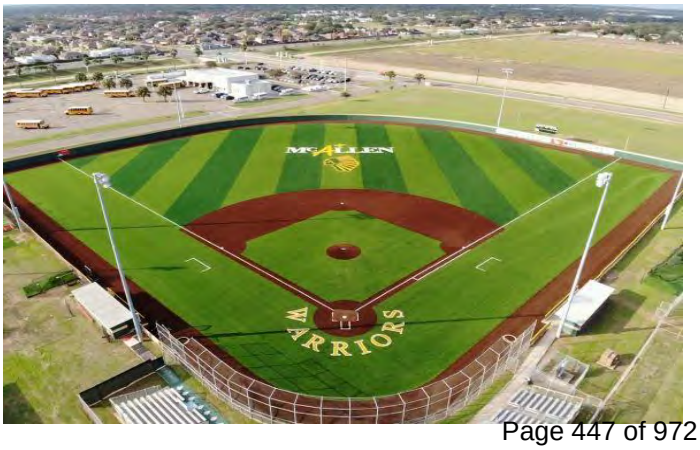
PROJECT ID

20220198









DEL NORTE HIGH SCHOOL SYNTHETIC TURF BASEBALL FIELD

Upper Rio Grande School District
1055 9th Street, Del Norte, CO 81132

SPORTS

Baseball

PROJECT SCOPE & PRODUCTS

Turf: Realfill, Rubber, Sand, Major Play - Fusion, EcoNailer
Design/Build: **Construction**: **No Product Found**Field Construction, Fencing, Dugouts, Bullpens, Scoreboard

CONTACT INFORMATION

Aaron Horrocks
(719) 657-4040
ahorrocks@urtigers.co

ARCHITECT - ENGINEER

Rhodes Architecture

FINAL CONTRACT

$1,605,650

COMPLETION

2022

PROJECT ID

20210670









ZAPATA CISD PRACTICE FIELD-TRACK RENOVATIONS

Zapata County Independent School District
2009 Tx-16, Zapata, TX 78067

SPORTS

Track & Field, Football

PROJECT SCOPE & PRODUCTS

Track: epiQ Tracks S200
Turf: Realfill, Geo Plus, Matrix Helix, Rubber, Pea Gravel, Ecotherm, D Zone, Eco Nailer, EcoNailer
Construction: Field Construction, Track Construction, Field Events Construction, Goal Posts

CONTACT INFORMATION

Zapata County ISD
956-765-0280

FINAL CONTRACT

$1,397,500

COMPLETION

2023

PROJECT ID

20220529









CFISD CYPRESS SPRINGS HS BASEBALL SOFTBALL RENOVATION

Cypress Fairbanks Independent School District
7909 Fry Rd, Cypress, TX 77433

SPORTS

Baseball, Softball

PROJECT SCOPE & PRODUCTS

Turf: Matrix Baseball, Matrix Softball, Cushdrain, Rubber, Pea Gravel, Logos, Ecotherm, Major Play - Matrix Helix, Eco Nailer, EcoNailer
Construction: Sidewalks, Field Construction, Fencing, Dugouts, Bullpens, Wall Pads

CONTACT INFORMATION

Raymelle Wilson
2815172916 , 3462609741
Raymelle.wilson@cfisd.net

ARCHITECT - ENGINEER

IBI Group Texas
Brooks and Sparks, Inc.

FINAL CONTRACT

$44,269

COMPLETION

2022

PROJECT ID

20220146











Three Requested Reference Letters

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT
Athletic Department
LEARN • EMPOWER • ACHIEVE • DREAM

Ray Zepeda
Athletic Director

Virginia Flores
Associate Athletic Director

Kirk Eaton
Associate Athletic Director

Charles Ament
Associate Athletic Director

April 17, 2023

To Whom It May Concern:

Cypress-Fairbanks Independent School District has worked with Hellas since 2005 for athletic improvements across our district. Most recently, Hellas installed seven (7) baseball and seven (7) softball fields at district High Schools and will soon begin the installation of an additional baseball field, softball field, a track and football field, and eight (8) tennis courts.

For previously installed football and multipurpose fields, we chose Matrix Helix turf laid over a Cushdrain e-layer with Ecotherm infill. Our newest baseball and softball fields use MajorPlay turf systems that also feature Matrix Helix turf, Cushdrain, and Ecotherm.

The customer service, professionalism, and dedication to meet our needs has made them a tremendous partner for Cypress-Fairbanks ISD.

Our community was willing to put a lot of financial backing into our athletic facilities and Hellas has provided us first class results with every project. From our premiere football stadiums turf to every other project we have partnered with Hellas, the result has always been excellence.

Cypress-Fairbanks ISD looks forward to a continued partnership with Hellas for our sports facility needs and highly recommends them to anyone else in need of a sports facility partner.

Respectfully,

Kirk Eaton
Associate Athletic Director
Kirk.eaton@cfisd.net

8877 Barker Cypress Road, Suite 1401
Cypress, Texas 77433

P.O. Box 692003
Houston, Texas 77269-2003

Academics / Athletics

CARROLLTON-FARMERS BRANCH ISD

1505 Randolph St
Carrollton, TX 75006

Bobby Shaw
Director of Facility Services

Office 972.968.6343
Shawro@cfbisd.edu

To Whom it may concern,

I'm writing to share my positive experience working with Hellas Construction Company during our recent athletic facilities projects at Carrollton Farmers Branch Independent School District (CFBISD). As the Director of Facility Services, I had the pleasure of overseeing these projects, totaling over $32 million, which included installing football field turf, track and events, bleachers, lighting, scoreboards, baseball and softball complexes, and tennis courts.

Hellas Construction has always demonstrated a commitment to excellence throughout the entire project, consistently meeting and exceeding our expectations. Their team has exhibited a high level of professionalism, expertise, and dedication from the initial planning stages to the final completion of the projects. The scope of work was extensive, covering multiple sports facilities, and Hellas Construction executed each aspect with precision and attention to detail.

What stood out the most was their ability to stick to schedules and budgets. Despite the challenges and various components involved, Hellas Construction consistently delivered on time and within the agreed-upon financial parameters. This reliability and efficiency significantly contributed to the overall success of the projects.

The quality of the workmanship and materials used by Hellas Construction is evident in the durability and functionality of the completed athletic facilities. The football field turf, tracks, bleachers, lights, scoreboards, baseball and softball complexes, and tennis courts all reflect the high standards that Hellas Construction upholds in their construction projects.

Communication and collaboration with Hellas Construction were outstanding. Their proactive approach to addressing challenges and providing regular updates ensured a smooth and transparent project management process. The positive working relationship fostered between Hellas Construction and CFBISD contributed to a successful partnership and a finished product that exceeded our expectations.

I highly recommend Hellas Construction Company for any future athletic facilities or construction projects. Their commitment to quality, adherence to schedules, and ability to stay within budget

CARROLLTON-FARMERS BRANCH ISD

1505 Randolph St
Carrollton, TX 75006

Bobby Shaw
Director of Facility Services

Office 972.968.6343
Shawro@cfbisd.edu

make them an outstanding choice for organizations seeking a reliable and experienced construction partner.

Should you require any additional information or have further questions, please feel free to contact me at Shawro@cfbisd.edu or 972-968-6343.

Sincerely,

Bobby Shaw

Director of Facility Services

CARROLLTON-FARMERS BRANCH ISD
HIGH EXPECTATIONS FOR ALL

Office: 972.968.6343

Cell: 469-289-8651

CFBISD Service Center

1505 Randolph St

Carrollton, TX 75006

Xavier De La Torre, Ed.D.
Superintendent of Schools
Ysleta Independent School District (YISD)
9600 Sims Drive
El Paso, TX 79925

Dear [Prospective Client],

It is without hesitation or reservation that I personally endorse and strongly recommend Hellas Construction, who successfully designed and built twenty-one (21) athletic fields for the Ysleta Independent School District (YISD). This project was expeditiously completed in February 2021, and stands as a testament to their exceptional capabilities in the design and construction industry.

Hellas' approach to the design-build process was marked by innovation, collaboration, and a keen understanding of our unique requirements. The design phase showcased Hellas' commitment to tailoring each athletic field to the specific needs and visions of the individual schools within our district. Their ability to seamlessly integrate functionality, safety, and aesthetic appeal resulted in designs that exceeded our expectations.

Hellas's team was on top of every single detail ensuring that each athletic field was completed within the agreed-upon timelines and budget constraints. We feel our own team was well-informed at every stage of the projects.

The completion of the athletic fields in February 2021 has had a significant and positive impact on our school communities. The facilities have become integral to our students' athletic experiences, providing safe, state-of-the-art spaces for them to excel in their chosen sports.

I recommend Hellas for any future design and construction projects. They are undoubtedly the place to go to for a successful multiple athletic field project to be proud of.

Sincerely,

Xavier De La Torre, Ed.D.
Superintendent of Schools
Ysleta Independent School District
(915) 434-0032



Certificate of Bidder's Experience

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 26 day of February, 20 24.

Hellas Construction Inc.
Name of Bidder

Signature of Bidder

Chief Estimator
Title of Signatory

END OF SECTION



Equipment and Material List

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Please find attached a comprehensive list of Hellas' avallable equipment for this project		Hellas will self perform all the scopes of work for this project

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
	Hellas Construction is the turf manufacturer and installer for this project. Hellas will self perform all scopes of work for this project.

BIDDER

Executed this: 26 Day of : February 20. 24

By: Hellas Construction Inc. /
BIDDER

Title: Tyler Pufahl/ Chief Estimator

NOTARY PUBLIC

State of Texas

County of: Williamson

Subscribed and sworn to before me this: 26 of February, 2024

NOTARY PUBLIC Anisleidis Infante Rodriguez

ANISLEIDIS INFANTE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-04-2025
Notary ID 132954392

END OF SECTION



List of Major Equipment Available

Type	Unit	Year	Description	VALUE	Condition
Backhoe	BCH001	2005	2005 John Deere 310G LBH	29,000.00	New/Good
Backhoe	BCH003	2005	2005 John Deere 310G BL	29,000.00	New/Good
Backhoe	BCH010	2007	2007 John Deere 310SJ Backhoe	30,000.00	New/Good
Backhoe	BCH011	2007	2007 John Deere 310SJ Backhoe	30,000.00	New/Good
Backhoe	BCH012	2008	2008 John Deere 310SJ Backhoe	35,000.00	New/Good
Backhoe	BCH013	2013	2013 John Deere 310K	40,000.00	New/Good
Backhoe	BCH014	2013	2013 John Deere 310K	40,000.00	New/Good
Backhoe	BCH015	2013	2013 John Deere 310K	40,000.00	New/Good
Backhoe	BCH016	2013	2013 John Deere 310K	40,000.00	New/Good
Backhoe	BCH017	2013	2013 John Deere 310K	40,000.00	New/Good
Backhoe	BCH018	2014	2014 John Deere 310EK	29,000.00	New/Good
Backhoe	BCH019	2014	2014 John Deere 310EK	29,000.00	New/Good
Backhoe	BCH020	2014	2014 Case 580SN	42,000.00	New/Good
Backhoe	BCH021	2014	2014 Case 580SN	42,000.00	New/Good
Backhoe	BCH023	2014	2014 John Deere 310K	40,000.00	New/Good
Backhoe	BCH024	2015	2015 John Deere 310K	46,000.00	New/Good
Backhoe	BCH025	2015	2015 John Deere 310K	46,000.00	New/Good
Backhoe	BCH026	2015	2014 John Deere 310K	46,000.00	New/Good
Backhoe	BCH027	2014	2014 John Deere 310K Backhoe	40,000.00	New/Good
Backhoe	BCH028	2014	310SK LOADER BACKHOE	55,000.00	New/Good
Backhoe	BCH030	2014	2014 Caterpillar 420F Backhoe	68,000.00	New/Good
Backhoe	BCH031	2019	310L24	98,000.00	New/Good
Backhoe	BCH032	2019	310L24	98,000.00	New/Good
Backhoe	BCH033	2019	310L24	98,000.00	New/Good

Backhoe	BCH034	2019	John Deere 310HL	98,000.00	New/Good
Backhoe	BCH035	2019	2019 John Deere 310L	98,000.00	New/Good
Backhoe	BCH036	2014	2014 John Deere 310SK	55,000.00	New/Good
Backhoe	BCH037	2019	2019 John Deere 310SL	114,000.00	New/Good
Backhoe	BCH038	2019	2019 John Deere 310SL	114,000.00	New/Good
Backhoe	BCH039	2019	2019 John Deere 310l	114,000.00	New/Good
Broom Roller	BRB006	2006	2006 Terramite TSS38 Broom Roller	10,000.00	New/Good
Broom Roller	BRB007	2009	2009 Laymor Model 8HC	12,000.00	New/Good
Compactor	COM001	2006	2006 CAT 805F COMPACTOR	200,000.00	New/Good
Compactor	COM002	1994	1994 CAT 815B	95,000.00	New/Good
Compactor	COM003	2014	2014 Atlas Copco Tamping Compactor	175,000.00	New/Good
Compactor	COM004	2014	2014 Dynapac Tamping Compactor	175,000.00	New/Good
Compactor	COM005	2013	2013 Dynapac CT3000 Tamping Compactor	250,000.00	New/Good
Compactor	COM006	2013	Atlas Copco Tamping Compactor	250,000.00	New/Good
Compactor	COM007	2017	Atlas Copco Tamping Compactor	275,000.00	New/Good
Compactor	COM008	2018	Atlas Copco Tamping Compactor	285,000.00	New/Good
Crane Truck	CRN001	1998	1998 Freightliner F-12	57,000.00	New/Good
Roller	DDR003	2007	2007 Bomag B 120	8,500.00	New/Good
Roller	DDR004	2013	2013 Hamm HD12	12,000.00	New/Good
Do er	D R003	2007	2007 550J John Deere CD	57,500.00	New/Good
Do er	D R006	2005	2005 550J LT John Deere DO ER	57,000.00	New/Good
Do er	D R010	2007	2007 John Deere 450J do er	79,000.00	New/Good
Do er	D R011	2007	2007 John Deere 450J do er	79,000.00	New/Good
Do er	D R013	2007	2007 John Deere 450J do er	79,000.00	New/Good
Do er	D R014	2007	2007 CAT D5 GLGP do er	75,000.00	New/Good
Do er	D R015	2011	2011 John Deere 450J LGP	79,000.00	New/Good
Do er	D R016	2012	2012 JK 650K DO ER	95,000.00	New/Good
Do er	D R017	2015	2015 JF 700K DO ER	180,000.00	New/Good
Do er	D R018	2015	2015 Caterpillar D6K2LGP	130,000.00	New/Good
Do er	D R019	2015	2015 John Deere 700K Crawler Do er	130,000.00	New/Good
Do er	D R020	2015	2015 JOHN DEERE DO ER 700KLGP ITH LEICA LASER	130,000.00	New/Good
Do er	D R021	2015	John Deere 650K	125,000.00	New/Good
Do er	D R022	2015	John Deere 650K without Ripper	170,000.00	New/Good
Do er	D R023	2015	John Deere 650K with Ripper	172,000.00	New/Good
Do er	D R024	2014	2014 John Deere 650K LGP Crawler Do er	161,000.00	New/Good

Do er	D R025	2014	2014 John Deere 750K SMM	179,500.00	New/Good
Do er	D R026	2008	2008 Komatsu D39E -22 w/TopCon Laser System	55,000.00	New/Good
Do er	D R027	2010	Liebherr 750K- was Reed's	100,000.00	New/Good
Do er	D R028	2016	2016 John Deere 450J Crawler Do er w/ Ripperand Leica	160,000.00	New/Good
Do er	D R029	2018	2018 John Deere 450K T w/Leica iCon Grade 32	180,000.00	New/Good
Do er	D R030	2016	John Deere 650K LGP	170,000.00	New/Good
Do er	D R031	2018	John Deere 750K	200,000.00	New/Good
Do er	D R032	2018	John Deere 850K	280,000.00	New/Good
Do er	D R033	2019	John Deere 450K	160,000.00	New/Good
Do er	D R034	2015	John Deere Crawler Do er/Ripper and Leica dual Laser 850K	175,000.00	New/Good
Do er	D R035	2020	John Deere 650K w/ Leica IGD2 Dual Laser	225,000.00	New/Good
Do er	D R036	2020	John Deere 650K w/ Leica IGD2 Dual Laser	225,000.00	New/Good
Do er	D R037	2020	John Deere 650K w/ Leica	225,000.00	New/Good
Do er	D R038	2019	John Deere 450K	175,000.00	New/Good
Do er	D R039	2019	John Deere 850K /Lasers	300,000.00	New/Good
Do er	D R040	2019	John Deere 850K /Lasers	300,000.00	New/Good
Do er	D R041	2019	John Deer 650K	225,000.00	New/Good
Excavator	E C005	2012	2012 Hitachi 250 LC-5	210,000.00	New/Good
Excavator	E C006	2015	2015 VOLVO EC250EL	325,000.00	New/Good
Excavator	E C007	2015	2015 VOLVO EC250EL	205,000.00	New/Good
Excavator	E C008	2015	2015 Volvo EC340DL	260,000.00	New/Good
Excavator	E C009	2015	2015 VOLVO EC480E	375,000.00	New/Good
Excavator	E C010	2013	678 HO RS AT P RCHASE	262,000.00	New/Good
Excavator	E C018	2015	2015 Hitachi 350LCS-6 Excavator	193,000.00	New/Good
Excavator	E C019	2018	2018 Volvo ECE350EL	240,000.00	New/Good
Excavator	E C020	2017	2018 Volvo ECE350EL	242,000.00	New/Good
Excavator	E C021	2018	2018 Volvo EC250E Excavator w/54 dirt bucket	175,000.00	New/Good
Excavator	E C022	2018	2018 Volvo EC250EL	175,000.00	New/Good
Excavator	E C028		329E Hydraulic Excavator	221,000.00	New/Good
Excavator	E C029	2016	305.5E2CR Hydraulic Excavator	53,000.00	New/Good
Excavator	E C030	2016	2016 CAT 308E2 Excavator	115,000.00	New/Good
Excavator	E C032	2018	Volvo EC350EL	284,000.00	New/Good
Excavator	E C033	2018	JOHN DEERE 350LC	284,000.00	New/Good
Excavator	E C034	2018	JOHN DEERE 350 LC	284,000.00	New/Good
Excavator	E C035	2019	HITACHI 300	275,000.00	New/Good

Excavator	E C036	2019	HITACHI 300	275,000.00	New/Good
Excavator	E C037	2019	JOHN DEERE 350 LC	310,000.00	New/Good
Excavator	E C038	2018	JOHN DEERE 350 LC	300,000.00	New/Good
Excavator	E C039	2018	JOHN DEERE 350 LC	300,000.00	New/Good
Forklift	FKL001	1995	1995 Toyota Forklift	4,000.00	New/Good
Forklift	FKL002		Genie GTH-5519	50,000.00	New/Good
Farm Tractor	FMT002	2013	2013 John Deere TRACTOR 6105D CAB SA	49,000.00	New/Good
Kubota	K B004		Kubota B 2360	5,000.00	New/Good
Kubota	K B005		Kubota B 1860	5,000.00	New/Good
Kubota	K B009		Kubota B 2360	5,000.00	New/Good
Kubota	K B010	2017	Kubota B 2370	10,000.00	New/Good
Kubota	K B014		26HP B2630HSDF K BOTA COMPACT TRACTOR	22,000.00	New/Good
Kubota	K B015		K BOTA L4600D TRACTOR - PT TRL035	22,000.00	New/Good
Kubota	K B015		Kubota B 1860V Tractor	4,000.00	New/Good
Kubota	K B017		Kubota Tactor LBD6 w/ accessories	12,000.00	New/Good
Kubota	K B018		Kuobota B 2370V-1	10,000.00	New/Good
Kubota	K B021			10,000.00	New/Good
Kubota	K B022		Kubota Tractor B3350	10,000.00	New/Good
Kubota	K B023			10,000.00	New/Good
Kubota	K B024		Kubota B33503	10,000.00	New/Good
Kubota	K B025	2017	Kubota B 2370	10,000.00	New/Good
Kubota	K B031	2016	Kubota L3560HST	15,000.00	New/Good
Kubota	K B032	2017	Kubota Special tility Tractor	17,000.00	New/Good
Kubota	K B033	2017	B 2360	22,000.00	New/Good
Kubota	K B034	2017	Kubota B2650HSD	14,000.00	New/Good
Kubota	K B035	2017	Kubota B2650HSD	14,000.00	New/Good
Kubota	K B036	2017	Kubota B 2380	10,000.00	New/Good
Kubota	K B037	2017	Kubota B 2380	10,000.00	New/Good
Kubota	K B038	2017	Kubota B 2380	10,000.00	New/Good
Kubota	K B039		Kubota B3300HSD 50372	15,000.00	New/Good
Kubota	K B040	2017	Kubota B 2370	7,000.00	New/Good
Kubota	K B041		Kubota B 2380	12,000.00	New/Good
Kubota	K B042		Kubota B 2380	12,000.00	New/Good
Kubota	K B043		Kubota B 2380	12,000.00	New/Good
Kubota	K B044		Kubota B 2380	12,000.00	New/Good

Kubota	K B045		Kubota 4 D Tractor	10,000.00	New/Good
Kubota	K B046		Kubota B 2380	10,162.00	New/Good
Kubota	K B047		Kubota M7060HD	31,600.00	New/Good
Kubota	K B048		Kubota B 2380	12,000.00	New/Good
Loader	LDR009	2006	2006 644J JD L	60,000.00	New/Good
Loader	LDR010	2008	2008 644J JD L	84,900.00	New/Good
Loader	LDR011	2013	2013 644K JD L	165,000.00	New/Good
Loader	LDR013	2013	2013 644K JD L	165,000.00	New/Good
Loader	LDR014	2013	2013 644K JD L	165,000.00	New/Good
Loader	LDR015	2014	2014 821F Case	165,000.00	New/Good
Loader	LDR016	2014	2014 644K JD L	159,500.00	New/Good
Loader	LDR017	2014	2014 821F Case	165,000.00	New/Good
Loader	LDR018	2015	2015 644 JD L	172,500.00	New/Good
Loader	LDR019	2015	2015 John Deere 644K	172,500.00	New/Good
Loader	LDR020	2015	2015 John Deere 644K	172,500.00	New/Good
Loader	LDR021	2015	2015 John Deere 644K	172,500.00	New/Good
Loader	LDR022	2013	2013 JD 644K	165,000.00	New/Good
Loader	LDR023	2015	2015 John Deere 644K	172,500.00	New/Good
Loader	LDR024	2014	2014 JD 64K T 4 D LOADER /B CKET & CO PLER	205,000.00	New/Good
Loader	LDR025	2015	1998 John Deere 644K	172,500.00	New/Good
Loader	LDR026	2017	John Deere 724K SMM	235,000.00	New/Good
Loader	LDR027	2018	2018 Volvo L110H heel Loader	189,500.00	New/Good
Loader	LDR028	2018	2018 Volvo L110H heel Loader	189,500.00	New/Good
Loader	LDR029	2018	2018 Volvo L110H heel Loader	189,500.00	New/Good
Loader	LDR030	2018	2018 Volvo L110H heel Loader	189,500.00	New/Good
Loader	LDR031	2016	2016 John Deere 644K SMM	147,500.00	New/Good
Loader	LDR032	2014	John Deere 644K	135,000.00	New/Good
Loader	LDR033	2016	2016 John Deere 644K SMM	160,000.00	New/Good
Loader	LDR034		Volvo L110H	230,000.00	New/Good
Loader	LDR035		Volvo L110H	230,000.00	New/Good
Loader	LDR036		Volvo L110H	230,000.00	New/Good
Loader	LDR037	2018	John Deere 644K	230,000.00	New/Good
Loader	LDR038		John Deere 644K	230,000.00	New/Good
Loader	LDR039		John Deere 644K	230,000.00	New/Good
Loader	LDR040	2019	John Deere 644K F D	230,000.00	New/Good
Loader	LDR041	2016	2016 CAT Gannon Loader 415F2IL	69,000.00	New/Good

Loader	LDR042		938H heel Loader	80,000.00	New/Good
Loader	LDR043	2006	2006 950G heel Loader	67,000.00	New/Good
Loader	LDR044	2017	2017 950GC CAT Loader	238,700.00	New/Good
Loader	LDR045	2015	2015 CAT 938M Loader	122,200.00	New/Good
Loader	LDR046	2018	Volvo L110H heel Loader w/Bucket SN SHP2357	204,750.00	New/Good
Loader	LDR047	2018	Volvo L110H heel Loader w/Bucket SN SHP2723	204,750.00	New/Good
Loader	LDR048	2018	Volvo L110H heel Loader	204,750.00	New/Good
Loader	LDR049	2019	John Deere 644K	275,000.00	New/Good
Loader	LDR050	2019	2019 John Deere 644K 4 D w/106 96 Forks	275,000.00	New/Good
Loader	LDR051	2019	2019 John Deere 644K 4 D	275,000.00	New/Good
MINIE C	ME 001	2015	2015 NH E35B Compact Exc	43,900.00	New/Good
MINIE C	ME 002	2016	2016 NH E55B MINIE	58,900.00	New/Good
MINIE C	ME 011		JD 85G Mini Excavator	88,500.00	New/Good
MINIE C	ME 012	2017	2017 John Deere 85G Mini Excavator	112,000.00	New/Good
MINIE C	ME 013		John Deere 85G Mini Excavator	90,000.00	New/Good
MINIE C	ME 014		John Deere 85G Mini Excavator	88,500.00	New/Good
MINIE C	ME 015		Volvo ECR88D Compact Excavator 24 dirt bucket	88,000.00	New/Good
MINIE C	ME 016	2014	2017 JD 85G Mini Excavator SMM	58,500.00	New/Good
MINIE C	ME 017	2017	2017 JD 85G with 36 bucket	112,000.00	New/Good
MINIE C	ME 027		John Deere 85G Hydraulic Excavator	120,700.00	New/Good
MINIE C	ME 031	2019	2019 John Deere 85G Hydraulic Coupler	120,500.00	New/Good
MINIE C	ME 033	2019	2019 John Deere 85G Excavator w/85 Quick Coupler	120,500.00	New/Good
Motor Grader	MGR001	2004	2004 672CH JD GRADER	85,000.00	New/Good
Motor Grader	MGR002	2004	2004 672CH JD GRADER	85,000.00	New/Good
Motor Grader	MGR004	2005	2005 872D JD GRADER	120,000.00	New/Good
Motor Grader	MGR005	2007	2007 772D JD GRADER	125,000.00	New/Good
Motor Grader	MGR006	2004	2004 772 CH JD GRADER	90,000.00	New/Good
Motor Grader	MGR007	2006	2006 772D JD GRADER	100,000.00	New/Good
Motor Grader	MGR008	2007	2007 772D JD GRADER	125,000.00	New/Good
Motor Grader	MGR009	2012	2012 672GP JD Grader	195,000.00	New/Good
Motor Grader	MGR010	2011	2011 John Deere 772G	140,000.00	New/Good
Motor Grader	MGR011	2013	2013 MOTORGRADER	195,000.00	New/Good
Motor Grader	MGR012	2014	2014 Case 865b A D	210,000.00	New/Good
Motor Grader	MGR013	2014	2014 Case 865b A D	210,000.00	New/Good
Motor Grader	MGR014	2008	2014 John Deere 872JD	145,000.00	New/Good

Motor Grader	MGR015	2010	2010 John Deere 672 G Motor Grader	140,000.00	New/Good
Motor Grader	MGR016	2009	2009 John Deere 772G MOTOR GRADER	140,000.00	New/Good
Motor Grader	MGR017		John Deere 772G MOTOR GRADER	195,000.00	New/Good
Motor Grader	MGR018	2015	2015 John Deere 872 Motor Grader SSM	300,000.00	New/Good
Motor Grader	MGR019	2012	2012 John Deere 772G with 6 D	278,000.00	New/Good
Motor Grader	MGR020	2012	Laser	215,000.00	New/Good
Motor Grader	MGR021	2012	Laser	215,000.00	New/Good
Motor Grader	MGR022		John Deere 722	290,000.00	New/Good
Motor Grader	MGR023		John Deere 722	290,000.00	New/Good
Motor Grader	MGR024		John Deere 722	290,000.00	New/Good
Motor Grader	MGR025		John Deere 722G	290,000.00	New/Good
Motor Grader	MGR026		140M2 CAT Motor Grader	180,000.00	New/Good
Motor Grader	MGR027	2014	2014 CAT 12M3 Motor Grader	280,000.00	New/Good
Motor Grader	MGR028		John Deere 772 G	290,000.00	New/Good
Motor Grader	MGR029		John Deere 772 G	290,000.00	New/Good
Mixer	MI 001	2004	2004 CAT RM250C MI ER	100,000.00	New/Good
Mixer	MI 002		Caterpillar SS250 Pulvimixer	85,000.00	New/Good
Mixer	MI 003	2011	Caterpillar 2011 RM 300 Reclaimer	200,000.00	New/Good
Trailer	OTR001		Shopmade Office Trailer	10,000.00	New/Good
Trailer	OTR002		Shopmade Office Trailer	10,000.00	New/Good
Trailer	OTR003	1988	1988 Shopmade Office Trailer	10,000.00	New/Good
Trailer	OTR004		Prime Time Lacrosse Luxury Lite	10,000.00	New/Good
Paver	PAV002	2016	2016 Volvo PF4410	315,000.00	New/Good
Double drum Roller	PDR001	2013	2013 Volvo Double drum roller DD70HF Vibratory Asphalt Compactor	178,000.00	New/Good
Double drum Roller	PDR002	2014	2014 Volvo Double drum roller DD15 Vibratory Asphalt Compactor	15,000.00	New/Good
Pad Foot Roller	PFR001	2004	2004 SAKAI SV510TB-1 ROLLER	46,000.00	New/Good
Pad Foot Roller	PFR003	2005	2005 B 211PD BOM BR	49,000.00	New/Good
Pad Foot Roller	PFR004	2003	2003 Dynapac CA362D Single Drum Vibratory Roller	45,000.00	New/Good
Pad Foot Roller	PFR007		Ingersoll Rand Pad footroller Pro Pac 100	21,000.00	New/Good
Pad Foot Roller	PFR008	1986	1986 Dynapac CA150D - 66	15,000.00	New/Good
Pad Foot Roller	PFR009	1986	1986 Dynapac CA150D - 66	15,000.00	New/Good
Pad Foot Roller	PFR010	2007	2007 Ingersoll Rand SD122F TF - 84	35,000.00	New/Good
Pad Foot Roller	PFR011	1980	1980 Ingersoll Rand Pad Foot Roller SPF56	17,000.00	New/Good

Pad Foot Roller	PFR012	2005	purchase	46,000.00	New/Good
Pad Foot Roller	PFR013	1985	1985 Ingersoll Rand Pad Foot Roller SPF56	15,000.00	New/Good
Pad Foot Roller	PFR016	2014	2014 Hamm 3205PB Roller SMM	47,000.00	New/Good
Pad Foot Roller	PFR017	1988	1988 Ingersoll Rand SPF48	18,000.00	New/Good
Pad Foot Roller	PFR018		Ingersoll Rand SPF48B 66 padfoot	18,000.00	New/Good
Pad Foot Roller	PFR019	2006	2006 Bomag B 145 PDH-3	27,000.00	New/Good
Pad Foot Roller	PFR020	2000	2000 Ingersoll Rand SD100 F Propac	26,000.00	New/Good
Pad Foot Roller	PFR021		Ingersoll Rand SPF-48B	18,000.00	New/Good
Pad Foot Roller	PFR022		CAT CP-433E Soil Drum Compact	60,000.00	New/Good
Pad Foot Roller	PFR023	2015	Trench Roller 2015	6,000.00	New/Good
Pad Foot Roller	PFR024		Ingersoll Rand SFP-48	18,000.00	New/Good
Pad Foot Roller	PFR025		Ingersoll Rand SFP-48	18,000.00	New/Good
RTV	RTV001	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV002	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV003	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV004	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV005	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV006	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV007	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV008	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV009	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV010	2015	2015 Kubota Rugged Terrain Vehicle RTV- 900	9,000.00	New/Good
RTV	RTV011	2015	2015 Kawasaki KAF820BFF TV	9,000.00	New/Good
RTV	RTV013	2016	2016 Kubota Rugged Terrain Vehicle RTV- 900	11,000.00	New/Good
RTV	RTV014	2016	2016 Kubota Rugged Terrain Vehicle RTV- 900	11,000.00	New/Good
RTV	RTV015	2017	2017 Kubota Rugged Terrain Vehicle RTV- 900	12,000.00	New/Good
RTV	RTV016	2017	2017 Kubota Rugged Terrain Vehicle RTV- 900	12,000.00	New/Good
RTV	RTV017	2017		12,000.00	New/Good
RTV	RTV018	2017	Kubota Rugged Terrain Vehicle RTV- 900	12,000.00	New/Good
RTV	RTV019	2017		12,000.00	New/Good
RTV	RTV020	2017	Kubota Rugged Terrain Vehicle RTV- 900	12,000.00	New/Good
RTV	RTV021	2018	Kubota Rugged Terrain Vehicle RTV- 900	12,000.00	New/Good
RTV	RTV022	2008	2008 Polaris Ranger 4x4	4,000.00	New/Good
RTV	RTV023	2007	2007 John Deere Gator	3,000.00	New/Good
RTV	RTV024	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good

RTV	RTV025	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
RTV	RTV026	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
RTV	RTV027	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
RTV	RTV028	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
RTV	RTV029	2019	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
RTV	RTV030	2018	Kubota Rugged Terrain Vehicle RTV- 900	14,000.00	New/Good
Roller	SDR007		SD100D B	25,000.00	New/Good
Roller	SDR009		INGERSOLL-RAND Roller SP48	18,000.00	New/Good
Roller	SDR010	1988	1998 IR SP-48DD 66	18,000.00	New/Good
Roller	SDR011		Ingersoll Rand SD70D Pro Pac	18,000.00	New/Good
Roller	SDR012	2008	2008 Dynapac CA150 Smooth Drum Roller	34,000.00	New/Good
Roller	SDR013	2008	2008 Dynapac CA150 Smooth Drum Roller	34,000.00	New/Good
Roller	SDR014	2007	67 SDR 2007 CASE SV208	34,000.00	New/Good
Roller	SDR016	1994	1994 Ingersoll Rand SD100 Propac Smooth Drum Roller	28,000.00	New/Good
Roller	SDR017		66 SDR IR SP48	18,000.00	New/Good
Smooth Drum Roller	SDR018	2000	2000 SP48DD 66 SDR IR	18,000.00	New/Good
Roller	SDR019	2000	66 SDR IR	18,000.00	New/Good
Smooth Drum Roller	SDR020		66 INGERSOL-RAND SP48	18,000.00	New/Good
Smooth Drum Roller	SDR021	2006	2006 BOMAG B 145D-3 54 Smooth Drum	28,000.00	New/Good
Smooth Drum Roller	SDR022	2013	2013 Hamm 3307 SMM	49,000.00	New/Good
Smooth Drum Roller	SDR023	1988	1988 Ingersoll Rand SP48	15,000.00	New/Good
Smooth Drum Roller	SDR024	1984	1984 Ingersoll Rand SP48	18,000.00	New/Good
Smooth Drum Roller	SDR025	1999	1999 Dynapac CA252 w/plate compactor	40,000.00	New/Good
Smooth Drum Roller	SDR026		Ingersoll Rand SP48	18,000.00	New/Good
Smooth Drum Roller	SDR027		Ingersoll Rand SP48	18,000.00	New/Good
Smooth Drum Roller	SDR028	2005	2005 IR SD-122D	27,000.00	New/Good
Smooth Drum Roller	SDR029		Ingersoll Rand SP56	20,000.00	New/Good
Smooth Drum Roller	SDR030		CAT CS-433E Drum Compactor	45,000.00	New/Good
Smooth Drum Roller	SDR031		CAT CB-335E Drum Compactor	29,000.00	New/Good
Smooth Drum Roller	SDR032	2013	2013 Bomag B 177 DH-4	70,000.00	New/Good

Smooth Drum Roller	SDR033	2015	Hamm H11i	85,000.00	New/Good
Smooth Drum Roller	SDR034	2013	2013 Hamm H1792272	80,000.00	New/Good
Smooth Drum Roller	SDR035		Bomag B 213 DH-40	82,000.00	New/Good
Smooth Drum Roller	SDR036	2012	2012 Hamm H1791843	76,000.00	New/Good
Smooth Drum Roller	SDR037	2014	2014 HAMM H11I H2100053	78,000.00	New/Good
Skid Steer	SKD004	2006	2006 John Deere CT322	25,000.00	New/Good
Skid Steer	SKD005	2006	2006 CAT 262 Skid Steeer Mutli Terrain Loader model 267B	25,000.00	New/Good
Skid Steer	SKD007	2007	2007 John Deere CT332	25,000.00	New/Good
Skid Steer	SKD008	2006	2006 Cat 287B skid steer	24,000.00	New/Good
Skid Steer	SKD009	2006	2006 CAT 287B	24,000.00	New/Good
Skid Steer	SKD010	2014	Kubota Skid Steer SVL75	30,000.00	New/Good
Skid Steer	SKD013	2013	2013 John Deere 333E	28,000.00	New/Good
Skid Steer	SKD014	2015	2015 Kubota SVL90-2	42,000.00	New/Good
Skid Steer	SKD015	2015	2015 Kubota SVL90-2	42,000.00	New/Good
Skid Steer	SKD016	2015	2015 John Deere Compact Track Loader	42,000.00	New/Good
Skid Steer	SKD017	2017	2017 Kubota SVL95-2S 80 bucket	63,000.00	New/Good
Skid Steer	SKD018	2017	Kubota SVL75	29,000.00	New/Good
Skid Steer	SKD019	2006	2006 Bobcat Compact Skid Track Loader	18,000.00	New/Good
Skid Steer	SKD020	2017	2017 Kubota SVL95-2S	63,000.00	New/Good
Skid Steer	SKD021		Kubota Skid Steer SVL75	42,000.00	New/Good
Skid Steer	SKD022		John Deere Skid Steer 331G	85,000.00	New/Good
Skid Steer	SKD023		John Deere 33G with Level Best Attachment	85,000.00	New/Good
Skid Steer	SKD024		John Deere 33G with Level Best Attachment	85,000.00	New/Good
Skid Steer	SKD025	2019	JCB TeleSkid 3TS-8T	98,000.00	New/Good
Skid Steer	SKD026	2019	JCB TeleSkid 3TS-8T	98,000.00	New/Good
Skid Steer	SKD027	2011	2011 Bobcat T870 CTL w/bucket	38,000.00	New/Good
Skid Steer	SKD028	2011	2011 Bobcat V723	35,000.00	New/Good
Skid Steer	SKD029	2015	2015 CAT 272D Skid Steer w/bucket	45,000.00	New/Good
Skid Steer	SKD030	2017	2017 Bobcat T590 Track Loader w/ bucket	46,000.00	New/Good
Skid Steer	SKD031	2018	2018 Bobcat T590 w/ 68 Lo Pro Bucket	47,000.00	New/Good
Skid Steer	SKD032		John Deere 333G	70,000.00	New/Good
Skid Steer	SKD033		John Deere 333G w/Level Best Attachment	85,000.00	New/Good
Skid Steer	SKD034		John Deere 333G w/Level Best Attachment	85,000.00	New/Good

Skid Steer	SKD035		NE HOLLAND L234	70,000.00	New/Good
Skid Steer	SKD036		John Deere 333G	70,000.00	New/Good
Skid Steer	SKD037	2015	2015 NH C238 SKD ITH BRADCO TRENCHER	50,000.00	New/Good
Trencher	TRC001		Vermeer T655III Bucket heel Trencher	240,000.00	New/Good
HEELE C	E 023		Volvo E 180E heeled Excavator	270,000.00	New/Good
HEELE C	E 024		Volvo E 180E heeled Excavator	270,000.00	New/Good
HEELE C	E 025	2018	Volvo E 180E heeled Excavator	270,000.00	New/Good
HEELE C	E 026		Volvo E 180E heeled Excavator	270,000.00	New/Good
ater Trailer	TL001	2012	ylie ater Buffalo E P500S	15,000.00	New/Good
ater Truck	TR001	2004	2004 F650 2000 T	25,000.00	New/Good
ater Truck	TR002	1995	1995 FL FLD1200645T T 4000 gallon	40,000.00	New/Good
ater Truck	TR003	1993	1993 VOLVO G42T T	25,000.00	New/Good
ater Truck	TR004	1999	1999 INTL 4900 2.5K T	25,000.00	New/Good
ater Truck	TR006	1997	1997 MACK CH612 T w/E-7	25,000.00	New/Good
ater Truck	TR007	1996	1996 INT 4700 T 2000g tank w/pintle	25,000.00	New/Good
ater Truck	TR008	1995	1995 INTL T /2500 GL S	25,000.00	New/Good
ater Truck	TR009	2003	2003 Ford F650 ater Truck	25,000.00	New/Good
ater Truck	TR010	1999	1999 Sterling L9501 8500 T	28,000.00	New/Good
ater Truck	TR011	1997	1997 Freightliner 2500 gal atertruck	28,000.00	New/Good
ater Truck	TR012	1996	1996 Volvo 2000 gal atertruck	28,000.00	New/Good
ater Truck	TR013	2001	2001 Volvo TN ATERTR CK	25,000.00	New/Good
ater Truck	TR014	2001	2001 Freightliner 2000 Gallon Tank	25,000.00	New/Good
ater Truck	TR015	2005	2005 Freightliner M2106 - 6 C L	31,000.00	New/Good
ater Truck	TR016	2004	2350 GALLON ATER TR CK	31,000.00	New/Good
ater Truck	TR017	2005	2005 Sterling L8500 S/A ATER TR CK	31,000.00	New/Good
ater Truck	TR018	1999	1999 STERLING L7500 2000 GALLON TANK	31,000.00	New/Good
ater Truck	TR019	2005	2005 International Diesel ater Truck	31,000.00	New/Good
ater Truck	TR020	2006	2500 Gallon Tank 5-Spray System	31,000.00	New/Good
ater Truck	TR021	2005	2005 International 4400	31,000.00	New/Good
ater Truck	TR022	2007	2007 International 4400	31,000.00	New/Good
ater Truck	TR024	2007	2007 Sterling	31,000.00	New/Good
ater Truck	TR025	2007	2007 Chevrolet 2,000 gal	31,000.00	New/Good
ater Truck	TR026	2011	Sterling 4,000 gal	58,000.00	New/Good
ater Truck	TR027	2009	2009 Freightliner	58,000.00	New/Good
ater Truck	TR028	2001	2001 International 4900	33,000.00	New/Good
ater Truck	TR029	2000	2000 International	58,000.00	New/Good

ater Truck	TR030	2018	2018 Peterbilt 337 2.5k Gal	95,000.00	New/Good
ater Truck	TR031	2005	2005 Freightliner FL70-M2	33,000.00	New/Good
ater Truck	TR032	2006	2006 Kenworth T300 ater	58,000.00	New/Good
ater Truck	TR033	2007	2007 Sterling ater Truck	58,000.00	New/Good
ater Truck	TR034	2004	2004 Freightliner	33,000.00	New/Good
ater Truck	TR035	2008	2008 International TN	58,000.00	New/Good
ater Truck	TR036	2010	2010 International 8600 - 2450 Gallon	35,000.00	New/Good
ater Truck	TR037		Freightliner M2 106	35,000.00	New/Good
ater Truck	TR038	2008	2008 Freightliner M2	35,000.00	New/Good
ater Truck	TR039	2007	2007 STRG	35,000.00	New/Good



Non Bribery Model Form

CITY OF EDINBURG NON-BRIBERY MODEL FORM

2/26/2024

Hellas Construction
12000 West Parmer Lane
Austin, texas 78613

Dear Purchasing Department. City of Edinburg

The undersigned party certifies that Hellas 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.

Tyler Pufahl
Printed name

Signature

Chief Estimator
Position in bidding company

02/26/2024
Date



P& P
Bond N/A

From: Mardoqueo Hinojosa
To: Anisleidis Infante
Cc: Brian Parks
Subject: RE: Hellas" Substitution Request
Date: Thursday, February 22, 2024 1:22:31 PM
Attachments: image021.png
image022.png
image001.png
image002.png
image012.png
image013.png
image014.png
image015.png
image016.png
image017.png
image018.png

You don't often get email from mhinojosa@cityofedinburg.com. Learn why this is important

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The Payment and Performance Bonds are there as reference. They will only be needed, if awarded.

Thanks,

COE

Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer
Engineering
: mhinojosa@cityofedinburg.com
: (956) 388-8955
: cityofedinburg.com
: 415 W. University Dr. Edinburg, TX 78539

From: Anisleidis Infante <ainfante@hellasconstruction.com>
Sent: Thursday, February 22, 2024 12:47 PM
To: Mardoqueo Hinojosa <mhinojosa@cityofedinburg.com>
Cc: Brian Parks <bparks@hellasconstruction.com>
Subject: RE: Hellas' Substitution Request
Importance: High

Hello Sr,

We hope you are doing well !
I wanted to make you aware that items 5.7 & 5.8 on the online bid portal for the City of Edinburg. Municipal Park Turf Field Phase II. request Payment and Performance Bonds correspondingly.
We usually submit these two documents upon award, and generally we submit our bid bond certificate with bid submittals.

Is the city expecting to receive payment and performance bonds from all bidders even if the project has not been awarded yet?
Can you please confirm?

Best Regards
Anis Infante
SPS

Hellas
12000 West Parmer Lane
Austin, TX 78613
P: (512) 250-2910
F: (512) 250-1960
Hellas.com



From: Mardoqueo Hinojosa <mhinojosa@cityofedinburg.com>
Sent: Tuesday, February 20, 2024 3:00 PM
To: Anisleidis Infante <ainfante@hellasconstruction.com>; Ruben James De Jesus <Ruben@meldenandhunt.com>
Cc: Brian Parks <bparks@hellasconstruction.com>; Joe Filoteo <jfiloteo@hellasconstruction.com>
Subject: RE: Hellas' Substitution Request

You don't often get email from mhinojosa@cityofedinburg.com. Learn why this is important

[CAUTION] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please do.

From: Anisleidis Infante <ainfante@hellasconstruction.com>
Sent: Tuesday, February 20, 2024 2:16 PM
To: Ruben James De Jesus <Ruben@meldenandhunt.com>; mhinojosa@cityofedinburg.com
Cc: Brian Parks <bparks@hellasconstruction.com>; Joe Filoteo <jfiloteo@hellasconstruction.com>



Affidavit of Insurance Document

AFFIDAVIT OF INSURANCE

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

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

Tyler Pufahl, who
[Affiant]

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

Hellas Construction Inc.
[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 February 26TH, 2024.
[Date]

Notary Public in and for the State of TEXAS

Anisleidis Infante Rodriguez
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 03/04/25
[Expiration Date]

END OF DOCUMENT

ANISLEIDIS INFANTE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-04-2025
Notary ID 132954392



Form of Business

FORM OF BUSINESS

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

Corporation:

Corporate Name: Hellas Construction Inc.
State of Incorporation: Texas
Mailing Address: 12000 West Parmer Lane. Austin Texas 78613

- 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.*

Tyler Pufahl/ Chief Estimator
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

02/26/24
[Typed Date]

END OF DOCUMENT

Debarment Certification

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

Hellas Construction Inc.
[Typed Name of Company:]

Tyler Pufahl/ Chief Estimator
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

02/26/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Thank you for your consideration!

Prepared By: Anis Infante, Bid Coordinator

ainfante@hellasconstruction.com

Estimated by: Jack Adams

jadams@hellasconstruction.com

Hellas Construction, Inc.

12000 West Parmer Lane

Austin, TX 78613

Phone: (512) 250 2910

THE CITY OF Edinburg

RFP 2024-012 - Municipal Park Turf Field Phase II
Opening Date: Tuesday, February 27, 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)
FieldTurf USA, Inc.	45.25	19	5	4.75	9.75	9.75	93.5
Hellas Construction, Inc.	50	19.5	4.5	5	10	10	99

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONTRACTUALS
Agenda Item No: 10.A.
Job Task Order No. 2 with GDJ Engineering for Environmental Studies.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 with GDJ Engineering for Environmental Studies for the Transportation Alternatives Set Aside (TASA) Project Freddy Gonzalez Dr. and Closner Blvd. Intersection Improvements (from 9th St to Closner Blvd.) and TASA Freddy Gonzalez Hike and Bike Trail Project (from Closner Blvd. to Raul Longoria Rd.) for an Amount Not to Exceed $68,073.12 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Related Documents Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Transportation Alternatives Set Aside (TASA) project Freddy Gonzalez Dr. and Closner Blvd. Intersection Improvements (from 9th St to Closner Blvd.) will include the widening of the intersection and adjustment of the existing signal to accommodate another eastbound lane and a 0.1-mile hike and bike trail west to 9th St. The TASA Freddy Gonzalez Hike and Bike Trail Project (from Closner Blvd. to Raul Longoria Rd.) will include 1.9 miles of hike and bike trail to the east and provide a pedestrian signal crossing at Gorena Elementary. These two TASA grant projects will add 2 miles of shared-use pathways and connect Municipal Park to the existing Freddy Gonzalez walking trail west of Closner along Ebony Golf Course. These two projects received were awarded construction funds by RGVMPO and TxDOT.

If Job Task Order No. 2 is approved, consultant will complete Environmental Study requirement to continue with plans and specifications and getting projects ready for construction. Environmental process is anticipated to 6-8 months. Funds for these two studies are available from FY 2023-2024 General Fund, Engineering Department, Professional Services Account.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Job Task Order No. 2 with GDJ Engineering for Environmental Studies for the Transportation Alternatives Set Aside (TASA) Project Freddy Gonzalez Dr. and Closner Blvd. Intersection Improvements (from 9th St to Closner Blvd.) and TASA Freddy Gonzalez Hike and Bike Trail Project (from Closner Blvd. to Raul Longoria Rd.) for an Amount Not to Exceed $68,073.12 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Related Documents Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Patrizia Longoria, Engineer II

Attachments:
A. Job Task Order No.2 - Freddy Gonzalez Dr
B. Location Map - Freddy Gonzalez TASA Projects

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER TWO (2) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR FREDDY GONZALEZ DRIVE ENVIROMENTAL PROJECTS**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number Two (2), to the Agreement between the City of Edinburg and GDJ Engineering, dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and GDJ Engineering (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Professional Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Engineering, Project Management Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Two (2) to the Agreement to provide for Professional Engineering Services for the Freddy Gonzalez Drive Environmental Projects as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Two (2) to the Agreement is hereby agreed to and included in the Agreement to provide for Professional Engineering Services for Freddy Gonzalez Drive Environmental Projects, at the amount not to exceed the proposed amount of $68,073.12, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number Two (2), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payments will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payments are issued to selected contractor.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

GDJ ENGINEERING

BY:_____
Lydia Macheska
President
2805 Fountain Plaza Blvd., Ste A.
Edinburg, Texas 78539
Phone: 956-603-2025
Email: lydia@gdjeng.com

Attachments: **Exhibit "A" Proposal of Job Task Order 2**
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT “A”

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: City of Edinburg

CONTROL:

PROJECT/DESCRIPTION: Environmental Services

LENGTH: Various (See Below)

HIGHWAY: Freddy Gonzalez Dr.

LIMITS: Proj #1: 9th Street to Closner (SUP) = 0.1 Miles
Proj #2: Closner to Raul Longoria (SUP) = 1.9 Miles
Proj #3: Closner to I 69C (Roadway) = 1.0 Miles

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
_X_ Environmental Studies

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Edinburg.

LPA shall mean City of Edinburg.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

FREDDY GONZALEZ DR.
PROJECT #1: TASA INTERSECTION IMPROVEMENT &
PROJECT #2: TASA HIKE & BIKE TRAIL

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

1. ~~A Phase I Environmental Site Assessment will be completed in accordance with ASTM International's approved ASTM E1527-21.~~
   a. ~~Compilation and review of Public Records that may indicate potential contamination or deposition of hazardous materials on the subject property (ies).~~
   b. ~~Site Reconnaissance would be completed to inspect for evidence of past and/or current presence of hazardous materials on the subject property (ies) and adjacent properties.~~
   c. ~~Report Preparation which will include maps, sources consulted, transcripts of interviews (if applicable), recommendations, findings, and document records.~~ (Not Required)

2. A field/site investigation will be completed, and photos will be included in the documentation.

3. ~~Preparation of TxDOT EPIC and TPWD BMP sheets would be completed in accordance with TxDOT latest standards.~~ (Not Required)

4. General Guidelines for Preparation of Environmental Documents
   a. All reports and coordination will be submitted electronically to the LPA.
   b. The Engineer will provide one (1) hard copy to the LPA upon request.
   c. Exhibits in the environmental document shall be color copies and text shall be black and white.
   d. If required, services that would be performed at an additional cost, that are not included in this scope, are as follows:
      i. Any sampling, analysis or any environmental hazard or contaminate (including but not limited to asbestos-containing materials, lead based paint, or radon).
      ii. Any wetland delineations.
      iii. Remedial or corrective actions.
      iv. Any Phase II ESA activities.

5. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
   a. An Environmental Document shall be prepared anticipating ~~one of~~ the following level~~s~~ of clearance:
      i. A Categorical Exclusion
      ii. ~~A Finding of No Significant Impact~~
   b. ~~If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.~~
      i. ~~A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.~~ (Not Required)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

MEETINGS:
Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

PROJECT MANAGER/ENGINEER COMMUNICATION:
The ENGINEER shall designate one Environmental Manager to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager must be approved by the LPA.

DOCUMENT AND INFORMATION EXCHANGE:
Environmental Documents provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

PROPOSAL TIME:
The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:
The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

d. Biological Assessment
    i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report ~~and results included in the administratively complete document for the project~~.

e. Water Resources
    i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report ~~and results included in the administratively complete document for the project~~.

f. Community Impact Analysis
    i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report ~~and results included in the administratively complete document for the project~~.

9. General Guidelines for Preparation of Environmental Documents
    a. All technical reports will be submitted electronically to TxDOT.
    b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
    c. ~~The draft administratively complete document will be submitted to TxDOT electronically.~~ (Not Required)
    ~~d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.~~ (Not Required)
    ~~e. The administratively complete document will be submitted to TxDOT electronically.~~
    ~~f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.~~ (Not Required)
    g. Exhibits in the environmental document shall be color copies and text shall be black and white.

PROJECT MANAGEMENT

(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall assist and coordinate with LPA staff for meetings and coordination efforts with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Metropolitan Planning Organization, etc…) and other affected parties. The Engineer shall coordinate with the LPA's staff on all Project related items.

6. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.
    b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.

7. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
    a. Historic Structure Studies
        i. A records search and reconnaissance survey shall be performed, if needed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
    b. Archeological Studies
        i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
        ii. Archeological reconnaissance will be performed, if needed, under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
        iii. Archeological survey shall be performed, if needed, under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

8. Technical Reports
   Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.
    ~~a. Traffic Noise Analysis~~
        ~~i. A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.~~ (Not Required)

    ~~b. Air Quality Analysis~~
        ~~i. An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.~~ (Not Required)

    c. Hazardous Materials
        i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT #3: FREDDY GONZALEZ DR. ROADWAY RECONSTRUCTION PROJECT

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

~~1. A Phase I Environmental Site Assessment will be completed in accordance with ASTM International's approved ASTM E1527-21.~~
   ~~a. Compilation and review of Public Records that may indicate potential contamination or deposition of hazardous materials on the subject property (ies).~~
   ~~b. Site Reconnaissance would be completed to inspect for evidence of past and/or current presence of hazardous materials on the subject property (ies) and adjacent properties.~~
   ~~c. Report Preparation which will include maps, sources consulted, transcripts of interviews (if applicable), recommendations, findings, and document records.~~ (Not Required)

2. A field/site investigation will be completed, and photos will be included in the documentation.

3. Preparation of TxDOT EPIC and TPWD BMP sheets would be completed in accordance with TxDOT latest standards.

4. General Guidelines for Preparation of Environmental Documents
   a. All reports and coordination will be submitted electronically to the LPA.
   b. The Engineer will provide one (1) hard copy to the LPA upon request.
   c. Exhibits in the environmental document shall be color copies and text shall be black and white.
   d. If required, services that would be performed at an additional cost, that are not included in this scope, are as follows:
      i. Any sampling, analysis or any environmental hazard or contaminate (including but not limited to asbestos-containing materials, lead based paint, or radon).
      ii. Any wetland delineations.
      iii. Remedial or corrective actions.
      iv. Any Phase II ESA activities.

5. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
   a. An Environmental Document shall be prepared anticipating ~~one of~~ the following levels of clearance:
      i. A Categorical Exclusion
      ~~ii. A Finding of No Significant Impact~~
   ~~b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.~~
      ~~i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.~~
      ~~ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.~~ (Not Required)

~~e. Hazardous Materials~~

~~i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).~~ (Not Required)

d. Biological Assessment

i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report ~~and results included in the administratively complete document for the project~~.

e. Water Resources

i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report ~~and results included in the administratively complete document for the project~~.

~~f. Community Impact Analysis~~

~~i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.~~ (Not Required)

9. General Guidelines for Preparation of Environmental Documents
   a. All technical reports will be submitted electronically to TxDOT.
   b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
   ~~c. The draft administratively complete document will be submitted to TxDOT electronically.~~ (Not Required)
   ~~d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.~~ (Not Required)
   ~~e. The administratively complete document will be submitted to TxDOT electronically.~~
   ~~f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.~~ (Not Required)
   g. Exhibits in the environmental document shall be color copies and text shall be black and white.

ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

6. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
   a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.
   b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.

7. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
   a. Historic Structure Studies
      i. A records search and reconnaissance survey shall be performed, if needed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
   b. Archeological Studies
      i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
      ii. Archeological reconnaissance will be performed, if needed, under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
      iii. Archeological survey shall be performed, if needed, under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

8. Technical Reports
   Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.
   ~~a. Traffic Noise Analysis~~
      i. ~~A traffic noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.~~ (Not Required)

   ~~b. Air Quality Analysis~~
      i. ~~An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.~~ (Not Required)

GDJ Engineering

"Exhibit D"
Fee Estimate

Freddy Gonzalez Drive Environmental Projects - City of Edinburg

	Freddy Gonzalez Drive Environmental Projects City of Edinburg	MANHOURS												
		Senior Proj. Manager/ Principal	Project Manager	Project Engineer	Utility/ Environ. Manager	Sr. Environ. Specialist	EIT	Senior Engineering Tech	Environ. Specialist II	Env. Spec. I/GIS Operator	Engineering Tech	Admin/ Clerical	Total Hours	Total Line Item Cost
	TASK													
	Project #1: TASA Intersection Improvement (from 9th St. to Closner Blvd.) (Shared Use Path & ADA Ramps)													
1	Data Collection				8	16			6	4			34	$ 3,956.72
2	Project Management & RGVMPO/TxDOT/FHWA Coordination	2	2	4	4	4						6	22	$ 2,550.32
3	Environmental Work Plan (WPD I, II, & III)				4	8			6	4		2	24	$ 2,537.52
4	CE Environmental Clearance				4	16			6	4			30	$ 3,427.44
5	Technical Report-Surface Water Analysis				4	16			6	4			30	$ 3,427.44
6	Technical Report-Species Analysis				2	8			6	2			18	$ 1,998.72
7	Technical Report-Cultural Resources				2	8			16	8			34	$ 3,440.96
8	Public Involvement & Agency Coordination		2	4		20			4	4			34	$ [illegible]
	Subtotal (Project #1)	**0**	**2**	**4**	**28**	**96**	**0**	**0**	**50**	30	6	8	226	$ [illegible]
	Project #2: TASA Hike & Bike Trail (from Closner Blvd. to Raul Longoria Rd.) (Shared Use Path & ADA Ramps)													
9	Data Collection				18	24			8	4			54	$ 6,469.92
10	Project Management & RGVMPO/TxDOT/FHWA Coordination	2	6	10	12	12						8	50	$ 6,161.12
11	Environmental Work Plan (WPD I, II, & III)				8	32			12	8		8	68	$ 7,295.20
12	CE Environmental Clearance				4	16			6	4			30	$ 3,427.44
13	Technical Report-Surface Water Analysis				4	20			8	4			36	$ 4,117.44
14	Technical Report-Species Analysis				4	20			8	4			36	$ 4,117.44
15	Technical Report-Cultural Resources				2	8			16	8			34	$ 3,440.96
16	Public Involvement & Agency Coordination		4	8		36			8	8			64	$ [illegible]
	Subtotal (Project #2)	**2**	**12**	**22**	**52**	**168**	**0**	**0**	**66**	40	0	16	598	$ [illegible]
	Project #3: Freddy Gonzalez Dr. Roadway Project (from Closner Blvd. to I-69C) (Roadway Reconstruction)													
17	Data Collection	2	2	8	24	80	80		24	24	8	16	268	$ 26,444.96
18	Project Management & RGVMPO/TxDOT/FHWA Coordination	2	2	4	16	80				16	8	8	136	$ 15,633.28
19	CE Environmental Clearance		2	4	124	200				16	8	8	362	$ 44,593.04
20	Environmental Work Plan (WPD I, II, & III)				4	8			8	4		2	26	$ 2,727.52
21	Technical Report-Surface Water Analysis				4	20			8	4			36	$ 4,117.44
22	Technical Report-Species Analysis				4	20			8	4			36	$ 4,117.44
23	Technical Report-Cultural Resources				16	48			108	56			228	$ 22,971.36
24	Technical Report - Hazardous Materials Initial Site Assessment				4	40				8			52	$ 6,185.60
25	Technical Report - Community Impacts				4	40				8			52	$ 6,185.60
26	Public Involvement	2	10	20	40	90	6	6	40	12	8	4	238	$ 27,765.12
	Subtotal (Project #3)	**8**	**32**	**66**	**240**	**626**	**86**	**6**	**196**	**152**	**32**	**38**	**1434**	**$ 160,741.36**
	TOTAL	**10**	**46**	**92**	**320**	**890**	**86**	**6**	**312**	**222**	**32**	**62**	**2258**	
Labor Hours		**10**	**46**	**92**	**320**	**890**	**86**	**6**	**312**	**222**	**32**	**62**	**2258**	
Contract Rate		$ 165.40	$ 152.16	$ 138.92	$ 132.32	$ 125.00	$ 72.76	$ 96.32	$ 95.00	$ 82.04	$ 71.55	$ 55.04		
Total Labor Costs		**$ 1,654.00**	**$ 6,999.36**	**$ 12,780.64**	**$ 42,342.40**	**$ 111,250.00**	**$ 6,257.36**	**$ 577.92**	**$ 29,640.00**	**$ 18,212.88**	**$ 2,289.60**	**$ 3,412.48**	**$ 235,416.64**	**$ 228,814.48**

LINE ITEM EXPENSES

	$ -
Total Expenses	$ -
GDJ Engineering Total Cost	**$ 228,814.48**

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-005**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **GDJ Engineering** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

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

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

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

1. Provide Consultant with its requirements for the Services.

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

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

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

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

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

SECTION IV
RESPONSIBILITIES OF CONSULTANT

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

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

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

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

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

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

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

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

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

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

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

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

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

or $500,000 combined single limits

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

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

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

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

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

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

I. Consultant hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

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

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

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

SECTION X
INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

2805 Fountain Plaza Blvd, Suite A
Edinburg, Texas 78539
Attn.: Lydia Macheska

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

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

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY: _____

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

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

GDJ ENGINEERING

BY: _____

Lydia Macheska
President
2805 Fountain Plaza Blvd., Ste A
Edinburg, Texas 78539
Phone: 956-603-2025
Email: lydia@gdjeng.com

Attachments: **Exhibit "A" RFQ 2022-005, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-005 ENGINEERING SERVICES

PROCUREMENT INFORMATION..... 2

GENERAL 9

SCOPE OF SERVICES 9

CONTRACT 10

SUBMITTAL REQUIREMENTS 10

SELECTION PROCESS 11

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT 13

REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78539. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78539 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE
The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2022-005
PROFESSIONAL ENGINEERING SERVICES

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

SUBMITTAL OF RFQ
RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,"** and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQ's:	City of Edinburg C/o City Secretary P.O. Box 1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

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

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

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

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

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

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **PROFESSIONAL ENGINEERING SERVICES** as specified.

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

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

INTERPRETATIONS
Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

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

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

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

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

RIGHT TO AUDIT
The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect

to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within 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.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An **original** and five (5) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-005 PROFESSIONAL ENGINEERING SERVICES. In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78539
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No.

11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The work will be assigned on an as-needed basis for a variety of capital

improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations
- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants

- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the **indemnity** and **insurance portions** of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78539 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022

RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78539 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

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

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

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

1. Provide Consultant with its requirements for the Services.

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

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

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

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

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

SECTION IV
RESPONSIBILITIES OF CONSULTANT

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

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

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

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

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

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

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

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

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

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

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

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

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

or $500,000 combined single limits

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

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

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

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

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

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

I. Consultant hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

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

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

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

SECTION X
INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

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

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX





THE CITY OF Edinburg





RFQ No. 2022-005
Professional Engineering Services for the City of Edinburg

Due Date & Time: Tuesday, August 2, 2022 at 3:00 p.m.

ELECTRONIC COPY

Prepared By:

GRJ Engineering
2805 Fountain Plaza Blvd., Ste. A
Edinburg, TX 78539
(956) 603-2025

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU
PROJECT MANAGEMENT ENGINEERING DESIGN CONSTRUCTION
BRIDGE DESIGN HIGHWAY DESIGN TRAFFIC DESIGN MPO COORDINAT

GDJ Engineering
www.GDJEng.com
2805 Fountain Plaza Blvd.,
Suite A, Edinburg, TX 78539
(956) 603-2025

August 2, 2022

Ms. Myra L. Ayala – City Manager
City of Edinburg
C/o City Secretary
415 W. University Dr.
Edinburg, Texas 78539

Re: Request for Qualifications – "Professional Engineering Services for the City of Edinburg"
RFQ No. 2022-005

Dear Ms. Ayala,
On behalf of the GDJ Team and as Legal Representative of GDJ Engineering LLC, who will be the prime consultant (executor of the contract), we enthusiastically submit this Statement of Qualifications to provide ***Professional Engineering Services*** to the City of Edinburg.

As you are aware, the City of Edinburg is a major retail and educational hub of the Rio Grande Valley connected to I-69C. Along with the commercial aspects of your infrastructure needs, the retail and residential aspects of the City of Edinburg are rapidly growing. All growth trends in the city indicate that there will be a need for transportation and drainage infrastructure upgrades to efficiently move heavy commercial traffic to stimulate the local economy, and expand local roads to ensure the safety of the traveling public.

GDJ has been in in existence since 2017 with three (3) principals consisting of Mrs. Lydia Macheska as President, Mr. Robert Macheska as Executive VP/COO and Mr. Christopher Rodriguez as Vice President. GDJ staff have been involved in project development, civil engineering, design, utility coordination, and construction management in the Rio Grande Valley for over 20 years and has a combined experience of over 85 years. Key staff are native to the region, are completely familiar with the challenges posed by regional transportation and drainage issues and have developed comparable projects in the region and the state. Additionally, key staff have been intimately involved with all individual MPO's in the region, as well as the merging of the three MPO's into the current RGVMPO. In addition, we are headquartered in the City of Edinburg so we are completely invested in the City's economic growth and transportation needs.

For more than thirteen years, GDJ staff has served in an advisory position providing coordination services for various governmental entities at the local MPOs, including the City of Edinburg, the City of Mission, Hidalgo County, Hidalgo County RMA, Cameron County, and CCRMA. Duties included developing strategic plans, cost estimates, project concepts, and coordinating with staff and elected officials to prioritize local resources and ensure projects were properly programmed on the MPO planning documents.

The team understands local, state, and federal guidelines and requirements to expedite the project development. This includes the process of partnering with TxDOT to develop projects to a "Ready to Let" status where TxDOT will allow a project to utilize state and federal funds for design, Right-of-Way, construction, and construction engineering and Inspection. GDJ staff is also proficient with the coordination of Economically Disadvantaged County or Advanced Funding Agreements with TxDOT to ensure the maximum reimbursement for project related expenses.

The GDJ Team is committed to providing excellent service to the City of Edinburg by providing accurate estimates to ensure expeditious and efficient project development. The team would use all available resources to ensure the project is shovel ready, constructed on time, within budget, and of the highest quality to maximize the benefit to the local taxpayer.

The GDJ Team also commits that all contents of this Statement of Qualifications (SOQ) are valid for at least 90 days beyond the July 28, 2022 deadline for submission. GDJ has read the sample Professional Services Agreement and the firm will meet the prerequisite insurance requirements, and, if selected, the firm agrees to enter into such agreement.

On behalf of the GDJ Team, I would again like to thank you for the opportunity to be of service to the citizens of the City of Edinburg and to help you meet our community's infrastructure needs. As legal representative of the GDJ Team, I am able execute any necessary contract documents with the City of Edinburg and serve as the authorized person to legally bind the GDJ Engineering Team to the representations put forth in this SOQ. Should you have any questions or require additional information, please do not hesitate to contact me, Robert Macheska, P.E. at (956) 603-2025.

Sincerely Yours,

Lydia Macheska
President
GDJ Engineering, LLC
lydia@gdjeng.com
2805 Fountain Plaza Blvd.
Ste. A, Edinburg, Tx 78539
Hidalgo County
Office: (956) 603-2025
Mobile: (956) 648-3304

Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering, LLC
robert@gdjeng.com
2805 Fountain Plaza Blvd.
Ste A, Edinburg, Tx 78539
Hidalgo County
Office: (956) 603-2025
Mobile: (956) 684-8698

Christopher R. Rodriguez, P.E., CFM
VP/Director of Engineering
GDJ Engineering, LLC
chris@gdjeng.com
2805 Fountain Plaza Blvd.
Ste A, Edinburg, Tx 78539
Hidalgo County
Office: (956) 603-2025
Mobile: (956) 463-1072

TABLE OF CONTENTS

	PAGE COUNT
Firm Qualifications and Experience	10
Team Member Qualifications and Experience	5
References	3
Appendix	

- Conflict of Interest
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- Non Collusion Affidavit of Prime Bidder
- Certificate of Insurance
- Professional Licenses and Certificates

Firm Qualifications & Experience

GDJ Engineering

GDJ Engineering, LLC (GDJ) is a diverse, multi-discipline engineering firm based in Edinburg, Texas at 2805 Fountain Plaza Blvd, Suite A. GDJ was formed in 2017 and currently consists of eleven (11) full time employees that possess experience and knowledge in a wide variety of fields including street infrastructure evaluation and improvements, pavement management and improvements, erosion and sediment control design, hydrologic analysis and design, transportation planning/evaluation, traffic engineering services, traffic signal design, highway/civil, structural/bridge, environmental engineering services, and construction management.



GDJ personnel have a combined experience of over 85 years. Our engineers, designers, and environmental scientists possess the knowledge for planning, design, environmental analysis, construction, and management of the transportation infrastructure critical to the growth of our region and the state. The GDJ team is equipped to work individually or in a team environment to establish concepts, set project goals, and deliver measurable results to every assignment. As project constraints and challenges arise, our staff thrives in bringing innovative ideas to the table for creating an opportunistic solution. We believe in a balanced design concept which meets the operational objectives, produces sustainability for tomorrow, context sensitive solutions and adherence to a time-sensitive budget. Achieving these results require empowering our staff to develop unique ideas which add value for our clients and maximize their investment. GDJ staff has developed projects with a variety of public entities including local cities, counties, Regional Mobility Authorities (RMAs), Metropolitan Planning Organizations (MPOs), and the Texas Department of Transportation (TxDOT). GDJ's managerial staff is pre-certified by TxDOT in a multitude of categories, brings over 45 years of development, design, environmental and construction experience, and has completed numerous transportation infrastructure projects.

For more than 13 years, GDJ staff has served in an advisory position providing coordination services for various governmental entities at the local MPOs, including the City of Mission, Hidalgo County, Hidalgo County RMA, Cameron County, Cameron County RMA, the City of Laredo, and Webb County. Duties included coordinating with staff and elected officials to prioritize local resources and assure projects were properly programmed on the MPO planning documents. In addition to preparing project fact (budget) sheets and project planning, GDJ staff is proficient in the coordination of Advanced Funding Agreements with TxDOT. These agreements are critical to ensure TxDOT review of engineering and environmental documents. Proper coordination by firm staff of advanced planning ensured local reimbursement for locally administered projects with state and federal funding. Additionally, an analysis of existing projects sometimes allowed for projects experiencing delays to be adjusted to allow "shovel ready" projects to be constructed. Expediting the letting of projects often results in a savings in construction cost due to avoidance of escalation.

It is GDJ's philosophy to provide the client with the most technically competent, timely and cost effective work product possible. GDJ believes in open communication with the client and understands that direct and constant lines of communication are imperative for a project's success; both in schedule and budget. The GDJ Project Management Team operates under a multi-faceted strategy to avoid unexpected cost escalations and overruns; as a result, projects bid out in the past 30 months have been consistently within +/- 5% of the engineers estimate for various clients. This has become especially important with current

supply chain shortages and recent escalation of oil and steel prices. The GDJ Team constantly monitors the latest bid prices through several sources: TxDOT 1 month rolling averages, CIVCAST, local county & city lettings to ensure the accuracy of our estimates.

Beginning with high quality survey and subsurface utility data, combined with extensive experience with field conditions a high-quality plan set is the first defense against these issues. During the project development process the team begins with a preliminary estimate for the purposes of budgeting funding needed from the Local Government and the RGVMPO. Through the schematic phase and the 30%, 60%, and 90% PS&E process the design team works closely with client to ensure the cost estimates for construction, right-of way, and any needed utility adjustments are as accurate as possible. This allows the GDJ Team to help maximize the amount of funding from the RGVMPO throughout the multi-year project development process and reduce the local governments cost.

The GDJ team will strive to provide the City of Edinburg with the quality of service the tax payers deserve. We are a completely local firm in the Rio Grande Valley and understand the area and the engineering needs of the city. In addition, GDJ has all of the latest design software and our team has unique experience with all oversight and auditing entities (TxDOT, FHWA, etc...), with several of our team members having firsthand work experience with said entities.



The GDJ team can meet any specification required and will not enter into any agreement without 100% confidence that the work product will exceed the city's expectations and requirements. GDJ has several projects that are in the process of completion and will be able to concentrate the majority of their time to the City of Edinburg. This will be accomplished with GDJ's team of qualified professionals that are amply prepared to provide the City of Edinburg with outstanding customer service and technical skills. The GDJ team has the proven knowledge and capabilities of providing superior engineering and environmental services to the City of Edinburg.

Mr. Robert Macheska P.E., C.F.M., is GDJ's Program Manager and COO of the company. Mr. Macheska has over 23 years of experience with nine years working directly with TxDOT and 14 years of private sector experience. He has worked on all aspects of project development, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience include contract administration, supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Mr. Macheska's private sector engineering consulting work has primarily consisted of managing TxDOT Local Government Project Procedures (LGPP) governed projects that have used funds from the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) for Preliminary Engineering (PE), Right-of-Way (ROW), Utilities, PS&E, Construction Engineering, and Construction. He is also TxDOT LGPP Certified. Based on his current workload, Mr. Macheska will be able to assign approximately 40% of his time to these projects.

Mr. Christopher Rodriguez P.E., C.F.M. (GDJ) will serve as the TxDOT LGPP Certified Design Services and PS&E Manager and provide Hydrology & Hydraulic (H&H) support. Having previously worked for TxDOT and currently in the consulting engineering sector, this wide-range of experience has provided Mr. Rodriguez with excellent firsthand knowledge of the functionality of multiple government entities. He has experience on various aspects of transportation and drainage projects, from planning and PS&E preparation, H&H Design to construction phase services. His project management and design experience include supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Mr. Rodriguez has managed multiple concurrent design projects and production staff with numerous design groups under his direction. Mr. Rodriguez will be able to assign approximately 60% of his time to these projects.

Mr. Anthony Garza will serve as the MPO coordinator and project planning manager to assist with any needed coordination at the RGVMPO to accelerate the construction of the projects and source any additional state and or federal funds that may be needed for ROW, Construction Engineering, or Construction. Mr. Garza has over 16 years of experience and three years of construction management experience. He has served as the MPO representative for the City of Mission, Hidalgo County, Webb County, and Cameron County. Mr. Garza understands local, state, and federal guidelines and requirements to expedite the project development. This includes developing strategies to expedite the execution of Advanced Funding Agreements (AFA) with TxDOT to ensure review of environmental documents in a timely manner. Mr. Garza possesses a multi-disciplined approach and the necessary skills in project planning and development to successfully bring projects to a shovel ready status, leading to construction. Mr. Garza will be able to assign approximately 60% of his time to these projects.

Ms. Corina Argullin will serve as the Environmental Manager. Ms. Argullin has over 15 years of experience, with extensive knowledge of the NEPA process from planning through construction. She has completed over 28 NEPA clearances under the purview of TxDOT, 13 of which were FONSIs. She has experience in a variety of projects including maintenance/drainage, local/state road expansions, new location roadways, and pedestrian/shared use facilities. Ms. Argullin is proficient in all aspects of public involvement, NEPA documentation, agency coordination, and environmental permitting. Her management experience includes supervision of staff and sub-consultants, QA/QC, scheduling, and document review and preparation. She is LGPP and wetland delineation certified. Ms. Argullin understands that the environmental process is the critical path to project construction; therefore, it needs to be completed in a diligent and expeditious manner. Ms. Argullin will be able to assign approximately 75% of her time to these projects.

Mr. Eduardo Ramirez is GDJ's Construction Manager. Mr. Ramirez has over 25 years of experience in maintenance, construction inspection, and project management in various types of construction projects including, but no limited to road, drainage, structural-bridge and vertical construction projects. Mr. Ramirez is TxDOT pre-certified, field and laboratory certified and OSHA safety certified.



The GDJ Engineering Team has the abilities and qualifications to provide the City of Edinburg with the following professional engineering services:

Project Management & Planning Services

- Program & Project Management
- General Program Management (To Ensure Design/Construction Meets Requirements for Reimbursements on Reimbursable Funds Projects)
- Project Management of all Civil, Drainage, & Transportation Projects
- Planning Services

Civil Design Services

- Preliminary Engineering & Hydraulic Analysis
- Geometric Schematic & Typical Sections
- Utility Investigations & Analysis
- ROW Investigations
- Environmental Reports & Public Meetings
- Geotechnical Investigations
- Plans, Specifications & Estimates (PS&E)
- Geometric, Structural & Pavement Design
- Hydrologic & Hydraulic Design
- Environmental Design (SWPPP, EPIC Sheets)
- Traffic Design (Traffic Counts, Analysis of Traffic Movements)
- Design Packaging (Specifications, Construction Estimates, General Notes, Special Provisions)
- Bid Assistance
- Preparation of Bid Package, Bid Announcement, Review of Bidder Information, Bid Award

The GDJ Team members have developed multiple projects with governmental agencies including: City of Pharr, City of Mission, Cameron County, Cameron County Regional Mobility Authority (RMA), Hidalgo County, Hidalgo County RMA, Hidalgo County Drainage District #1 and TxDOT (Pharr and San Antonio Districts). In addition, our team members have directly coordinated with multiple regulatory agencies such as the TxDOT, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Texas Commission on Environmental Quality, Texas Historical Commission, and may others. Currently, the GDJ Team has no past or pending litigation against or involving its agents or employees with respect to any work we have performed.

The GDJ team has experience and understanding in the overall process from planning to construction, including the intricate technical details necessary for the successful completion of a project. The comprehensive project steps include evaluating the existing ROW and utilities, identifying environmental constraints, delineating drainage areas, evaluating and optimizing a drainage plan, developing preliminary plans and estimates for the proposed improvements, alternatives analyses, completing the environmental process, and finalizing the plans and estimates. The GDJ team is also prepared to complete any geotechnical studies associated with the project and is fully staffed to oversee the construction of the projects. The team will coordinate with the city throughout the entire process to ensure their needs and concerns are addressed.

The GDJ Team will assure the quality of deliverables, engineering services, and environmental services by implementing a proven project specific QA/QC work plan based on the following principles: Knowledge/Experience, Coordination/Communication, Constructability Review, Accuracy/ Completeness, and Thorough Design/Environmental Schedules.

The team has the experience and resources necessary to deliver projects with accelerated schedules, as necessary. Additionally, the team is TxDOT pre-certified in all categories associated with these efforts and can develop plans and environmental documentation in accordance with TxDOT/FHWA standards for review by these agencies. GDJ assures the city that all staff included in the proposal for this pursuit will have sufficient availability to complete projects on time and within the proposed budget. The overall commitment that the GDJ Team provides to our projects is unsurpassed. Our attention to detail and rapid response to issues is a staple of the GDJ Team Philosophy, as we have an excellent track record for successful projects and extremely satisfied clients.

As a local firm with staff from all areas of the Rio Grande Valley, the GDJ team is familiar with the City of Edinburg and its geographic attributes. The GDJ office is located just south of the Canton Road and McColl Road intersection within the city of Edinburg and the principals live within 10 miles of the office. As persons who both live and work in the area, city projects are of great interest to the team.



The GDJ Team is familiar with local, state, and federal requirements for projects that are constrained by a funding source/oversight agency. The coordination of these items early in project development can serve to accelerate the path to construction for the city and conserve local tax dollars. GDJ understands the importance and is highly experienced in keeping projects within their assigned budget. GDJ Staff uses a proven combination of planning, scheduling, and coordination to ensure projects adhere to the assigned budget. The team analyzes the existing funding and budget for the project and identifies any potential issues early in the process. The team would then coordinate with the city to discuss and address options and alternatives that would best suit the city's needs. GDJ creates realistic project and environmental schedules to ensure sufficient progress. These schedules are discussed with the city and TxDOT to agree upon major project milestones and document review/response times. If necessary, our planning department has experience in securing the necessary funding to successfully complete projects.

Advanced Project Development (APD)

The APD portion of the project involves conducting preliminary studies and research necessary to make informed decisions about the various aspects of the project. Route and design studies involve the development of different alternatives to achieve the desired result. These alternatives are compared to each other on the basis of various environmental, social, and economic as well as political factors and the alternative that results in the least amount of adverse effects and/or the greatest amount of benefit to the general public is selected as the preferred alternative.

There are several types of information that are gathered during this phase of project development and one of the first is surveying information. During the route study phase, only general surveying information is gathered. A land ownership map can be developed for use in placing alternative alignments and sporadic elevations can be obtained to determine the general lay of the land.

An aerial photograph of the project location can also be obtained for use during the public involvement phase. Once a preferred alternative is selected, then design surveys are completed and used for the design of the proposed facility. A digital terrain model is developed and topographic information is gathered on existing features.

The ROW information that is gathered during this phase will also be used during acquisition. Parcel sketches and a ROW map are developed by a registered public land surveyor and turned over to the acquiring agency only after an environmental clearance has been issued, in the case of state or federally funded projects, or after the city feels that a preferred alternative exists. The parcels are appraised and negotiations with the property owners begin.

Environmental information is also gathered during this portion of the project development process. Any "fatal flaws" such as cemeteries, parks, or hazardous material sites, are identified and mapped accordingly to attempt to avoid or minimize impacts. Also, any potentially occurring endangered species are identified and an evaluation is made whether potential habitat is present within the project. If so, each alternative's effects on that habitat are evaluated.

Roadway/Highway

The GDJ team has a thorough understanding of TxDOT Design Division's Operations and Procedures Manual (hereinafter referred to as the Design Manual). The Design Manual establishes the policies for operations and procedures for preliminary project planning and development; geometric design; base and pavement design; and preparing plans, specifications, and estimates. It is not all-inclusive and does not establish legal standards for design. It is used to supplement engineering experience, knowledge and judgment. AASHTO's manual, "A Policy on Geometric Design of Highways and Streets," is used by the team as a supplement to TxDOT's Design Manual for guidance in those areas not included or covered by the Design Manual.

Chapter 4 of the Design Manual provides the guidelines for preparation of resurfacing, restoration, and rehabilitation guidelines. Resurfacing, restoration, or rehabilitation (3R) guidelines are intended to preserve and extend the life of non-freeway classes of roadways. Projects prepared under the 3R guidelines may include safety enhancements, but safety may not be the reason for the initiation of a 3R project. However, if the existing roadway does not meet the minimum criteria under 3R guidelines, Part IV of the Design Manual should be used. Most preventive maintenance and off-system bridge replacement projects are prepared under 3R guidelines. Other improvements, which can be made under RRR guidelines, include minor widening, flattening of steep side slopes, removal of roadside obstructions, rehabilitation or replacement of bridge railings, and approach signing and delineation of bridges.

Environmental Analysis



The GDJ team is knowledgeable of the stringent federal/state rules and regulations required for transportation projects funded with federal money. NEPA requires the analysis of traffic noise, hazardous materials, community impacts, natural resources (i.e. biological, water, and farmland) air quality, cultural resources, and indirect/cumulative impacts. Each of these subjects require studious analysis and technical reporting in accordance with TxDOT guidelines. Early scoping and coordination with the team and stakeholders is critical to assess potential fatal flaws, environmental constraints, and minimize/avoid sensitive areas and species. It is critical to identify any long lead processes and complete early coordination for permitting to avoid delays to the schedule. Throughout the environmental process, public involvement such as public meetings, meetings with affected property owners, opportunity for public hearings, public hearings, noise workshops, and notices of availability may be required. Public Involvement hearings, public hearings, noise workshops, and notices of availability may be required. Public

Involvement has evolved since the COVID-19 pandemic; therefore, the team has adapted to utilizing multiple types of meeting methods that adhere to COVID rules and regulations. The team is experienced in both traditional and virtual PMs/PHs under the scope of TxDOT and FHWA.

The team has extensive experience in working closely with the TxDOT Pharr District and local government sponsors to ensure open communication and transparency. This ensures that the sponsor is included and aware of all activities throughout the process. Prior to preparation and submittal of any reports, the TxDOT Env Toolkit will be reviewed to ensure use of the latest forms, templates, and processes. The entire team has undergone TxDOT ECOS training, which ensures high quality documents, reduces comments, and expedites review. The team also has knowledge and experience in the timing and order of report submittals to maintain an optimum timeline. The team employs a multi-level QA/QC process in every step in the environmental process that ensures the highest quality documents are provided to TxDOT.

Geotechnical and Special Services

Geotechnical studies include slope stability analysis and the Texas Cone Penetrometer Test. These tests are used to design retaining wall structures or deep foundations for bridges. The location of the ground water elevation can also be determined during the Texas Cone Penetrometer Test.

The GDJ Team is very familiar with the local geographic area as is evidenced by the list of projects presented in subsequent sections. All the task leaders have experience working with TxDOT's Pharr District and have gained a thorough understanding of the unique problems that we are faced with in the Rio Grande Valley. One such item is the lack of any appreciable relief in the topography of the area. This problem is less prominent towards the western part of the Hidalgo County, but it is a factor towards the middle and eastern portion of the county. The flat nature of the land causes runoff to drain slowly and usually requires the use of detention basins to prevent flooding problems from occurring. While drainage issues are a problem in some areas, one unique quality of Hidalgo County that is beneficial is the presence of large amounts of material suitable for use in highway construction.

Design and Plans, Specifications, and Estimate (PS&E)

Once a preferred alternative is selected and presented to the public, a design schematic is developed as a precursor to the development of the construction plans. The primary purpose of the Plans, Specifications, and Estimate (PS&E) is to provide a complete and accurate set of contract bid and construction documents. Accuracy is essential in that this will allow for (a) prospective bidders to prepare a cost-effective bid, (b) for construction of the project to be performed efficiently, and (c) for a record of "as-built" of proposed roadway improvements. These roadway projects may require the preparation of a PS&E package, which will be developed in accordance with applicable city and TxDOT specifications and requirements. Guidelines and requirements include the TxDOT "Operations & Procedures Manual" – Part IV (Urban Design Criteria) and Part V, (PS&E Submissions), the TxDOT "Bridge Design Guide" and "Bridge Detailer's Manual", the TxDOT "Hydraulic Design Manual", AASHTO "Roadside Design Guide" and Specifications for Streets and Bridges", EPA "Stormwater Management Requirements", the "Texas Manual of Uniform Traffic Control Devices" and the various City of Edinburg and/or TxDOT roadway, traffic, and bridge standards.

Preliminary reports might be required by TxDOT or FHWA such as bridge scour reports, preliminary bridge layout submittals and hydraulic reports. Preliminary meetings, such as a preliminary concept conference where all major stakeholders are invited, and the general purpose/need for the project is

discussed are important steps in developing the required design criteria. TxDOT "Operations/ Procedures Manual", Part IV (Urban) and AASHTO's "Policy on Geometric Design of Highways and Streets" are used to develop the final criteria. The design criteria is essentially refined from the APD stage and is based on ADT, terrain type, and design speed, from which are determined the cross-sectional geometrics such as lane width, medial type/width, shoulder width, bridge width, side slopes/ ditch section, obstruction clearance, and ROW width. The criteria for horizontal (max curve) and vertical (max grade) roadway alignment must also be determined.

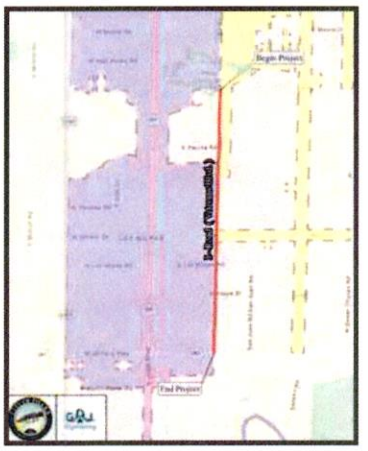
With respect to hydraulic design, a preliminary site evaluation, including identifying topo/existing ROW, drainage areas, primary/secondary drainage systems, FEMA flood plain requirements, and mitigation issues is conducted to determine possible solutions to the various design problems. GDJ will strive to gather data via on-site investigations to ensure PS&E production is based on accurate and thorough information. This assures sufficient identification of flow patterns, which produces accurate calculation of time of concentration and peak run-offs. The gathering of this on-site information guarantees accurate water surface elevations, as well as thorough knowledge of the flows of the outfall channels. These pro-active on-site investigations target flow obstructions such as channel and roadways, which alter natural drainage patterns which may require mitigation.

Early coordination of project outfall and crossing locations with respective controlling agencies will be essential in determining project drainage requirements. In accordance with the TxDOT "Hydraulic Manual", the existing and proposed sections will be checked for conveyance of the 100 year storm, culverts will be designed for 25 years and inlets/pipes for 2 years and 5 years, respectively. A drainage study will be performed to determine proposed roadway impacts, drainage areas, discharges, FEMA floodway requirements, mitigation issues, culvert locations and sizes, capacity of the existing and proposed structures, design frequency, flow, tailwater and headwater elevations for design and 100-year flood velocities, and anticipated overtopping of the roadway.

Traffic Control Plans (TCP) are included in projects where it is necessary to maintain traffic through the project during construction. Safety is the primary concern when it comes to the development of the TCP. The plans, specifications and estimates together constitute the bidding documents and are thoroughly reviewed for correctness and errors.

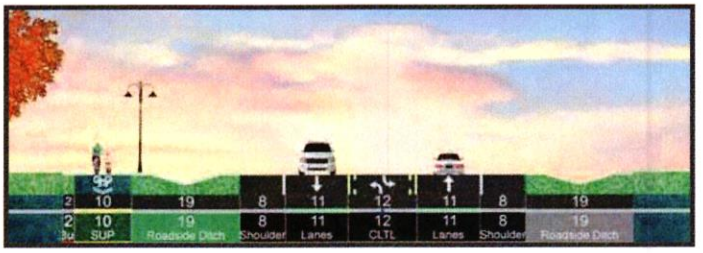
Recent Project Experience

PROJECT: I Road
LIMITS: From Rancho Blanco Rd. to US 281
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: City of Pharr
CLIENT REFERENCE: Ambrosio Hernandez, City of Pharr Mayor (956) 402-4000



PROJECT DESCRIPTION:

GDJ staff worked on the project development, funding analysis, MPO coordination, schematic completion, environmental document preparation, utility coordination, drainage design and PS&E development. The project included a new shared-used path for pedestrians and bicyclists. A key challenge to this project was the crossing of the IBWC main floodway and Arroyo Colorado River. This required coordination with both the IBWC and USACE.



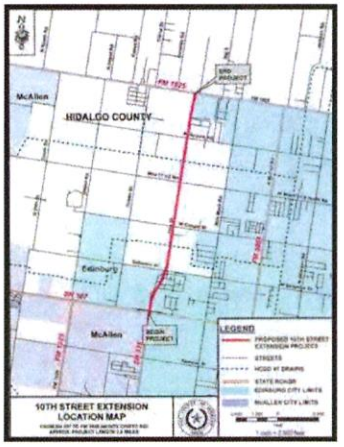
PROJECT: Adolph Thomae, Jr. Park
LIMITS: 37844 Marshall Hutts Rd., Rio Hondo, TX
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
CLIENT: Cameron County
CLIENT REFERENCE: Joe Vega, Parks Director, (956) 247-3526

PROJECT DESCRIPTION:

GDJ was the project manager and lead engineer responsible for all design aspects of the Adolph Thomae, Jr. Park project. The scope of the project involved rehabilitation of the existing park roadway, construction of a new restroom facility, ADA compliant parking facility, and additional lighting at boat ramp locations. A construction estimate was developed to ensure that the project did not exceed the available TPWD grant funding. The restroom facility design required electrical, water supply, and incorporation of a sanitary aeration system that would have no impacts to the sensitive wildlife park area. The electrical design included special boat ramp lighting to minimize impacts to native wildlife and electrical poles designed to withstand the corrosive conditions of the Arroyo Colorado River. The project was completed in Spring 2021.



PROJECT: 10th Street Extension
LIMITS: From SH 107 to FM 1925
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County/City of Edinburg
CLIENT REFERENCE: Ellie Torres, Commissioner Pct. #4 (956) 383-3112

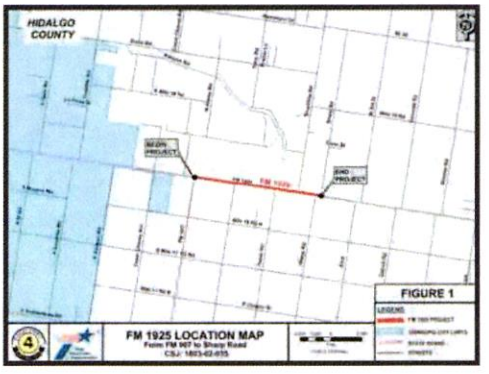


PROJECT DESCRIPTION:

GDJ staff completed the schematic, environmental, utility coordination and PS&E on this project. The scope of the project included widening the existing two lane road to four lanes on both new and existing location. A key challenge to this project was the undermining of the existing roadway base from surrounding farmland irrigation operations. Once the problem was identified, a French Drain system was designed to remove the penetrating waters prior to infiltration into the roadbed.

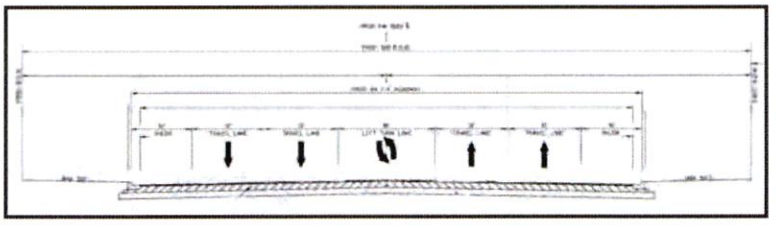


PROJECT: FM 1925
LIMITS: From Kenyon Rd. to FM 907 (Full PS&E), FM 907 to Sharp Rd. (Schem.)
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County/TxDOT
CLIENT REFERENCE: Ellie Torres, Commissioner Pct. #4 (956) 383-3112



PROJECT DESCRIPTION:

GDJ staff worked on the schematic, environmental, utility coordination, drainage design and PS&E development. A key challenge to this project was the gas line conflict with drainage design. This required the team to reroute the drainage away from the gas lines as well as coordinate the design and installation of a protective slab over the gas line.



Team Member Qualifications & Experience

GDJ Engineering

Robert Macheska, P.E., C.F.M.

PROPOSED ROLE: **PRINCIPAL & PROJECT MANAGER**



GDJ Engineering

REGISTRATIONS
Professional Engineer
State of Texas
No. 93540

Certified Floodplain Manager
State of Texas
No. 2196-11N

LICENSED
15 Years

CITY OF RESIDENCE
Mission

ROLE EXPERIENCE
23 Years

FIRM EXPERIENCE
3 Years

EDUCATION
Bachelor of Science
Mechanical Engineering
University of Texas – Pan American

EXPERIENCE

Mr. Macheska has over 20 years of experience in the design and management of various public improvement projects with both state and MPO funding. For the past 3 years Robert has served as Executive Vice President/COO for GDJ Engineering, LLC. He had previously worked for both the Texas Department of Transportation and L&G Engineering which provided him with excellent hands on experience as to how multiple government entities function.

He has worked on all aspects of public works projects, from MPO planning, funding coordination, and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes contract administration, supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. All of these projects with MPO funding were completed successfully through the local government working with TxDOT through the MPO and Advanced Funding Agreements. Robert's management approach is very proactive, and he constantly maintains open and effective lines of communications.

PROJECTS

SH 364 from SH 495 to FM 1924 in Mission, Texas.
Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 24' rural roadway to an urban five lane section for 2 miles at a construction cost of $6.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

FM 681 from SH 107 to SH 364 in Mission, Texas.
Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 40' rural roadway to an urban divided highway for 2.7 miles at a construction cost of $16.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

Christopher Rodriguez, P.E., C.F.M.

PROPOSED ROLE: **DEPUTY PROJECT MANAGER**



GDJ Engineering

REGISTRATIONS
Professional Engineer
State of Texas
No. 107692

Certified Floodplain Manager
State of Texas
No. 2407-13N

LICENSED
9 Years

CITY OF RESIDENCE
Mission

ROLE EXPERIENCE
15 Years

FIRM EXPERIENCE
3 Years

EDUCATION
Bachelor of Science
Civil Engineering
University of Texas A&M - Kingsville

EXPERIENCE

Mr. Rodriguez has over 15 years of experience in the design and management of various public improvement projects. For the past 3 years Chris has served as Vice President of Engineering for GDJ Engineering, LLC. He had previously worked for both the Texas Department of Transportation (San Benito Area Office) and L&G Engineering which provided him with excellent hands on experience as to how multiple government entities function. He has worked on multiple aspects of transportation and drainage projects, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Chris has managed multiple concurrent design projects and production staff with numerous design groups under his direction.

PROJECTS

FM 681 from SH 107 to SH 364 in Mission, Texas.
Deputy Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 40' rural roadway to an urban divided highway for 2.7 miles at a construction cost of $16.8 million. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

FM 493 from US 281 (Military) to Bus 83 in Donna, Texas.
Deputy Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening a 32' rural two-lane roadway to a 44' rural roadway for 6.5 miles at a construction cost of $12 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections.

10th Street Ext from SH 107 to FM 1925 in Edinburg, Texas.
Lead Engineer responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 24' discontinuous rural roadway to an urban five lane section for 2.5 miles at a construction cost of $11 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

Anthony Garza

PROPOSED ROLE:	AGENCY / MPO COORDINATION LEAD



GDJ Engineering

REGISTRATIONS
Local Government Project Procedures Certified

CITY OF RESIDENCE
Harlingen

ROLE EXPERIENCE
13 Years

FIRM EXPERIENCE
3 Years

EDUCATION
Bachelor of Science
Biology
University of Texas A&M - Kingsville

EXPERIENCE

Mr. Garza has over 15 years of experience, and 3 years of Construction Management experience, in infrastructure development for public and private sector clients. He has an extensive knowledge of the federal and state environmental laws specifically with respect to roadway, infrastructure, and transportation planning coordinating environmental documents and programming state and federal funds for linear transportation projects. In this time, Mr. Garza served as the representative for the City of Mission, Hidalgo County, Webb County, and Cameron County at the regional MPOs. Highlighting his skills in project planning and development. This required a multi-disciplinary approach to assure the proper coordination of advanced planning efforts to ensure local reimbursement for locally administered projects with state and federal funding.

PROJECTS

Laredo Urban Transportation Study Metropolitan Transportation Planning Organization, Webb County, Texas

Mr. Garza served as an advisor to both the City of Laredo and Webb County at the previously named LUTSMPO from 2014 to 2017. During this time, he successfully coordinated a comprehensive audit of Proposition 1 & 7, Coordinated Border Infrastructure (CBI), and Category 7 funding and worked with the local governments to develop plans to fully fund the Loop 20 Expansion and the Hachar Reuthinger Parkway Projects for construction. During this time serving as the planning lead, he was able to secure over $325 million dollars in infrastructure funding within Webb County.

Hidalgo County MPO, Hidalgo County, Texas

Mr. Garza served as the Hidalgo County MPO TAC representative from 2011 to 2013 and from 2017 to 2019. During this time his duties included coordinating with all precincts in Hidalgo County to assure their projects were properly programmed on the MPO planning documents. In addition to preparing project fact sheets and project planning and environmental documents Mr. Garza also provided project feasibility reports to determine if projects on the MPO Planning documents were "active" projects. Analysis of existing projects sometimes allowed for projects experiencing delays could be adjusted to allow "shovel ready" projects to be constructed. Expediting the letting of projects often results in a savings in construction cost due to avoidance of escalation.

TxDOT Texas-Mexico Border Master Plan (Under HDR)

Served as a project manager for the subconsultant team in charge of performing data analysis and bridging the gap between project data and the wants and needs of the local governments and the final BTMP project selection criteria, scoring, and prioritization.

Corina Argullin

PROPOSED ROLE: **ENVIRONMENTAL MANAGER**



GDJ Engineering

REGISTRATIONS

Local Government Project Procedures Certified

Environmental Process for Local Governments Certified

NWI- Wetland Delineation Certified

CITY OF RESIDENCE

Rio Hondo

ROLE EXPERIENCE

13 Years

FIRM EXPERIENCE

1 Year

EDUCATION

Master of Science in Environmental Science
Texas A&M University – Corpus Christi

Bachelor of Science Biology
Lubbock Christian University – Lubbock

EXPERIENCE

Miss Argullin has over 15 years of experience in National Environmental Policy Act (NEPA) documentation and procedures. She has obtained environmental clearances on over 25 different federally funded MPO projects under TxDOT, ranging from categorical exclusions to environmental assessments. She has an extensive knowledge of federal and state environmental laws specifically with respect to roadway and MPO transportation planning. Ms. Argullin has experience in coordinating and completing all aspects of the NEPA process, from project scoping to environmental inspections. Her experience includes but is not limited to planning coordination, environmental documentation, environmental permitting, agency coordination, and public involvement.

PROJECTS

South Parallel Corridor from FM 1479 to FM 1577 in Cameron County, Texas.

Oversaw the NEPA clearance on an environmental assessment for a new location roadway for the county. She completed various technical reports and environmental assessment document for the project. Ms. Argullin prepared a mitigation plan and obtained two nationwide permits (#14) from the United States Army Corps of Engineers (USACE) for multiple resaca crossings. She handled the logistics and prepared all documentation for multiple public meetings, meetings with affected property owners, and an opportunity for public hearing.

Cesar Chavez Road from Ridge Road to Nolana Loop in Hidalgo County, Texas

Oversaw the NEPA clearance of an open-ended D listed categorical exclusion for an added capacity county project. The project consisted of widening and reconstructing the existing two-lane roadway to four lanes, with one six-lane section. She prepared various environmental technical reports and oversaw the cultural resources team. Mr. Argullin coordinated logistics and prepared documents for a public meeting and opportunity for public hearing. She prepared all meeting materials (presentations, fact sheets/handouts, and notices).

Nolana Loop from FM 1426 to FM 88 in Hidalgo County, Texas.

Oversaw the NEPA clearance on an environmental assessment for a roadway on existing and new location for the county. The project consisted of reconstructing and widening an existing two-lane rural roadway to a four-lane urban roadway. Ms. Argullin prepared the classification letter, various technical reports, agency coordination, and environmental assessment document. She handled the logistics and meeting materials for a public meeting and a public hearing.

Eduardo Ramirez

PROPOSED ROLE:	CONSTRUCTION MANAGER



GDJ Engineering

CERTIFICATIONS AND AFFILIATIONS

TxDOT Pre-Certified for Construction Inspection

OSHA Safety Certified

CITY OF RESIDENCE

Raymondville, Texas

ROLE EXPERIENCE

25 Years

FIRM EXPERIENCE

1 Years

EDUCATION

Raymondville High School

TxDOT Field and Laboratory Certified

EXPERIENCE

Eduardo Ramirez has 25 Combined Years of Experience in maintenance, construction inspection, project management in road construction, drainage, structural-bridge, and vertical construction projects. Ramirez's relevant construction management and inspection experience and duties include, but are not limited to, the following:

- Make sure all work was done according to plans and specifications
- Pay all work that contractor performed that was approved.
- Perform all testing that was required by the specs.
- Agreeing and confirming Pay App from Owner
- Authorizing payments for Subcontractors, Vendors and Suppliers;
- Schedule delivery of suppliers;
- Schedule Subcontractors for their work;
- Approve all timesheets and equipment charges and run cost reports to make sure we are on budget;
- Track all materials that showed up;
- Approve pay apps for suppliers, vendors and subcontractors; among others.

RELEVANT PROJECTS

Ramirez has construction management and inspection experience on the following projects:

- SH 97 Atascosa and McMullen County – Rehab and widening of existing Roadway
- US 83 Zapata Bridge – New 4 Lane Bridge over Falcon Lake
- US 83 Roma – Widening of existing Roadway from 2 lane to 4 lane
- SH 130 Toll Road – New Expressway from Seguin to Austin with 3 Interchanges
- San Antonio Riverwalk Extension – Extend From McCollough to IH 35 with Retaining walls, Sidewalks and a Lock and Dam
- SH 181 Sinton Bypass – New Highway around the town Sinton from SH 188 to SH 77
- US 83 Harlingen to La Feria - Widening from 4 lane to 6 lane with overpasses and RW

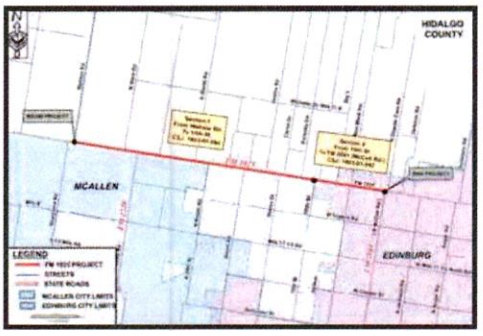
References

REFERENCES

Entity	Name	Title	Address	Phone No.
City of Pharr	Ms. Maria Rangel, P.E.	Interim Director of Engineering	118 S. Cage Blvd. Pharr, TX 78577	(956) 402-4221
Cameron County RMA	Mr. Pete Sepulveda, Jr.	Executive Director	3461 Carmen Ave. Rancho Viejo, TX 78575	(956) 621-5571
City of Rio Hondo	Mr. Ben Medina, Jr.	City Administrator	121 N. Arroyo Blvd., Rio Hondo, TX 78583	(956) 748-2102
Cameron County Department of Transportation	Mr. Benjamin Worsham, P.E.	County Engineer	1390 W. Expwy 83, San Benito, TX 78586	(956) 247-3500
Hidalgo County Pct. #2	Mr. Armando Garza, Jr.	Chief of Staff	300 W. Hall Acres, Ste. G, Pharr, TX 78577	(956) 787-1897
Hidalgo County Pct. #4	Ms. Velinda Reyes	Chief Administrator of External Affairs	1051 N. Doolittle Rd., Edinburg, TX 78542	(956) 383-3112
Hidalgo County Drainage District #1	Mr. Raul Sesin, P.E.	General Manager	902 N. Doolittle Rd. Edinburg, TX 78542	(956) 292-7080
TxDOT Pharr District	Mr. Pedro Alvarez, P.E.	Pharr District Engineer	600 W. I-2 Pharr, TX 78577	(956) 702-6100

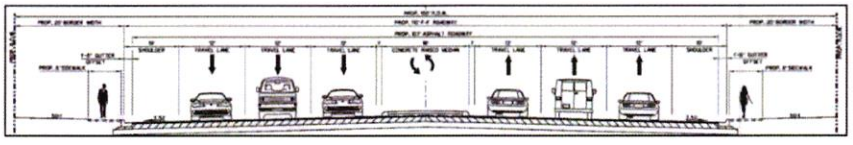
PAST PROJECTS WITH THE CITY OF EDINBURG

PROJECT: FM 1925
LIMITS: From Wallace Rd. to McColl Rd.
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County (ICA with Edinburg)

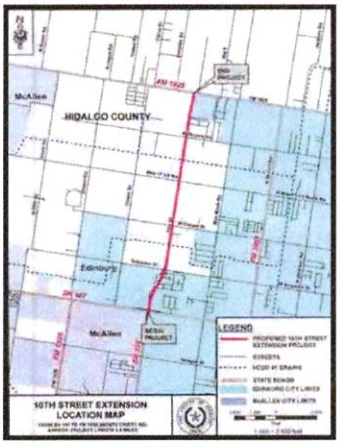


PROJECT DESCRIPTION:

GDJ staff worked on the project development and funding, schematic completion, environmental document preparation, utility coordination, drainage design and PS&E development. The project included widening and reconstructing the existing roadway to six lanes with a median and correcting the misaligned intersection at Mon Mack Rd.



PROJECT: 10th Street Extension
LIMITS: From SH 107 to FM 1925
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County (ICA with Edinburg)



PROJECT DESCRIPTION:

GDJ staff completed the project development and funding, schematic, environmental, utility coordination and PS&E on this project. A key challenge to this project was the undermining of the existing roadway base from surrounding farm land irrigation operations. Once we identified the problem we designed a French drain system to remove the penetrating waters prior to infiltration into the roadbed.



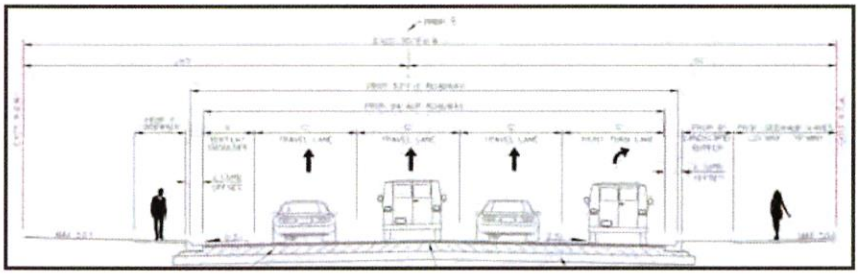
PAST PROJECTS WITH THE CITY OF EDINBURG CONTINUED

PROJECT:	SH 107
LIMITS:	From BUS 281 to I-69C
PROJECT MANAGER:	Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD:	Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD:	Corina Argullin
CLIENT:	Hidalgo County (ICA with Edinburg)



PROJECT DESCRIPTION:

GDJ staff worked on the project development and funding, schematic completion, and environmental document preparation. The project included converting the existing roadway to a one-way traffic operations, reconstructing SH 107 within existing ROW, removing/replacing the existing storm drain system, and improving the existing drainage ditch.



Appendix

GDJ Engineering

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:

August 2, 2022

Company/Vendor Name:

GDJ Engineering, LLC

Printed Name and Title:

Robert J. Macheska, P.E., CFM -
Executive VP/COO

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Robert J. Macheska, P.E., CFM, the undersigned representative of

GDJ Engineering, 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:

Robert J. Macheska, P.E., CFM - Executive VP/COO

TYPE/PRINT NAME AND TITLE:

August 2, 2022

DATE:

SENATE BILL 13 VERIFICATION

I, Robert J. Macheska, P.E., CFM, the undersigned representative of

GDJ Engineering, 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:

Robert J. Macheska, P.E., CFM - Executive VP/COO

TYPE/PRINT NAME AND TITLE:

August 2, 2022

DATE:

SENATE BILL 19 VERIFICATION

I, Robert J. Macheska, P.E., CFM, the undersigned representative of

GDJ Engineering, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler. supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Robert J. Macheska, P.E., CFM - Executive VP/COO

TYPE/PRINT NAME AND TITLE:

August 2, 2022

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Robert J. Macheska, P.E., CFM, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of GDJ Engineering, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Executive VP/COO

Subscribed and sworn to me this 26th day of July 2022.

By: Robert J. Macheska, P.E., CFM

Notary Public

My commission expires

YVONNE LEIJA
Notary ID #133021870
My Commission Expires
April 7, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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

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

PRODUCER	CONTACT NAME: Beverly Kalchthaler
Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023	PHONE (A/C, No, Ext): 210-695-3511 FAX (A/C, No): E-MAIL ADDRESS: bkalchthaler@villageinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Tri-State Ins Co of Minnesota	
INSURER B: Underwriters At Lloyds	
INSURER C: Texas Mutual	
INSURER D: Hamilton Insurance DAC	
INSURER E:	
INSURER F:	

INSURED
GDJ Engineering
LDG Enterprises LLC
2805 Fountain Plaza Blvd., Suite A
Edinburg, TX 78539 TX 78539

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ADL4796018-13	01/04/2022	01/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ADL4796018-13	01/04/2022	01/04/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			ADL4796018-13	01/04/2022	01/04/2023	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002025314	01/04/2022	01/04/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Professional Liability			ANE2413545.22	01/04/2022	01/04/2023	Each Claim Aggregate		1,000,000 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew G. Mueller

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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

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

PRODUCER	CONTACT NAME: Beverly Kalchthaler
Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023	PHONE (A/C, No, Ext): 210-695-3511 FAX (A/C, No): E-MAIL ADDRESS: bkalchthaler@villageinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Tri-State Ins Co of Minnesota
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite A Edinburg, TX 78539 TX 78539	INSURER B : INSURER C : INSURER D : Hamilton Insurance DAC INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Professional Liability Umbrella			EOXSHI223361	04/04/2022	04/04/2023	Each Claim Aggregate Limit	4,000,000 4,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University Drive Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Matthew G. Mueller

© 1988-2015 ACORD CORPORATION. All rights reserved.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: 1815308035500
Approval Date: April 8, 2022
Scheduled Expiration Date: April 8, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LDG ENTERPRISES, LLC DBA GDJ Engineering

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **April 8, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

LDG Enterprises, LLC

GDJ Engineering

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-20061

Expiration Date
8/31/2022

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **93540**
Status: **ACTIVE**
Expires: **3/31/2023**

ROBERT JON MACHESKA
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **107692**
Status: **ACTIVE**
Expires: **9/30/2022**

CHRISTOPHER REY RODRIGUEZ

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-005

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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

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

PRODUCER

Village Insurance Agency, Inc.
P.O. Box 226
Helotes, Texas 78023

CONTACT NAME: Beverly Kalchthaler
PHONE (A/C, No, Ext): 210-695-3511 FAX (A/C, No):
E-MAIL ADDRESS: bkalchthaler@villageinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Ins Co of Minnesota	
INSURER B : Underwriters At Lloyds	
INSURER C : Texas Mutual	
INSURER D : Hamilton Insurance DAC	
INSURER E :	
INSURER F :	

INSURED

GDJ Engineering
LDG Enterprises LLC
2805 Fountain Plaza Blvd., Suite A
Edinburg, TX 78539 TX 78539

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ADL4796018-13	01/04/2022	01/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ADL4796018-13	01/04/2022	01/04/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			ADL4796018-13	01/04/2022	01/04/2023	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002025314	01/04/2022	01/04/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			ANE2413545.22	01/04/2022	01/04/2023	Each Claim Aggregate	1,000,000 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew G. Mueller

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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

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

PRODUCER	CONTACT NAME: Beverly Kalchthaler
Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023	PHONE (A/C, No, Ext): 210-695-3511 FAX (A/C, No): E-MAIL ADDRESS: bkalchthaler@villageinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Tri-State Ins Co of Minnesota
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite A Edinburg, TX 78539 TX 78539	INSURER B : INSURER C : INSURER D : Hamilton Insurance DAC INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Professional Liability Umbrella			EOXSHI223361	04/04/2022	04/04/2023	Each Claim Aggregate Limit	4,000,000 4,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew H Mueller

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

C-461(b)-22

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-926380

Date Filed:
08/25/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GDJ Engineering LLC
Edinburg, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-461(b)-22
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rodriguez, Christopher	Edinburg, TX United States	X	
Macheska, Lydia	Edinburg, TX United States	X	
Macheska, Robert	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Lydia Macheska, and my date of birth is 01/14/1974.

My address is 2805 Fountain Plaza Blvd. Ste. A (street), Edinburg (city), TX (state), 78539 (zip code), U.S.A (country).

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

Executed in Hidalgo County, State of Texas, on the 25th day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “C”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2024

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

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

PRODUCER Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023	CONTACT NAME: Matt Mueller PHONE (A/C, No, Ext): 210-695-3511 FAX (A/C, No): E-MAIL ADDRESS:
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite A Edinburg, TX 78539 TX 78539	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Tri-State Ins Co of Minnesota INSURER B : Underwriters At Lloyds INSURER C : Texas Mutual INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ADV4796018-16	01/04/2024	01/04/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ADV4796018-16	01/04/2024	01/04/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ADV4796018-16	01/04/2024	01/04/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002025314	01/04/2024	01/04/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Errors & Omissions			ANE2413545.24	01/04/2024	01/04/2025	Each Claim Aggregate	1,000,000 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

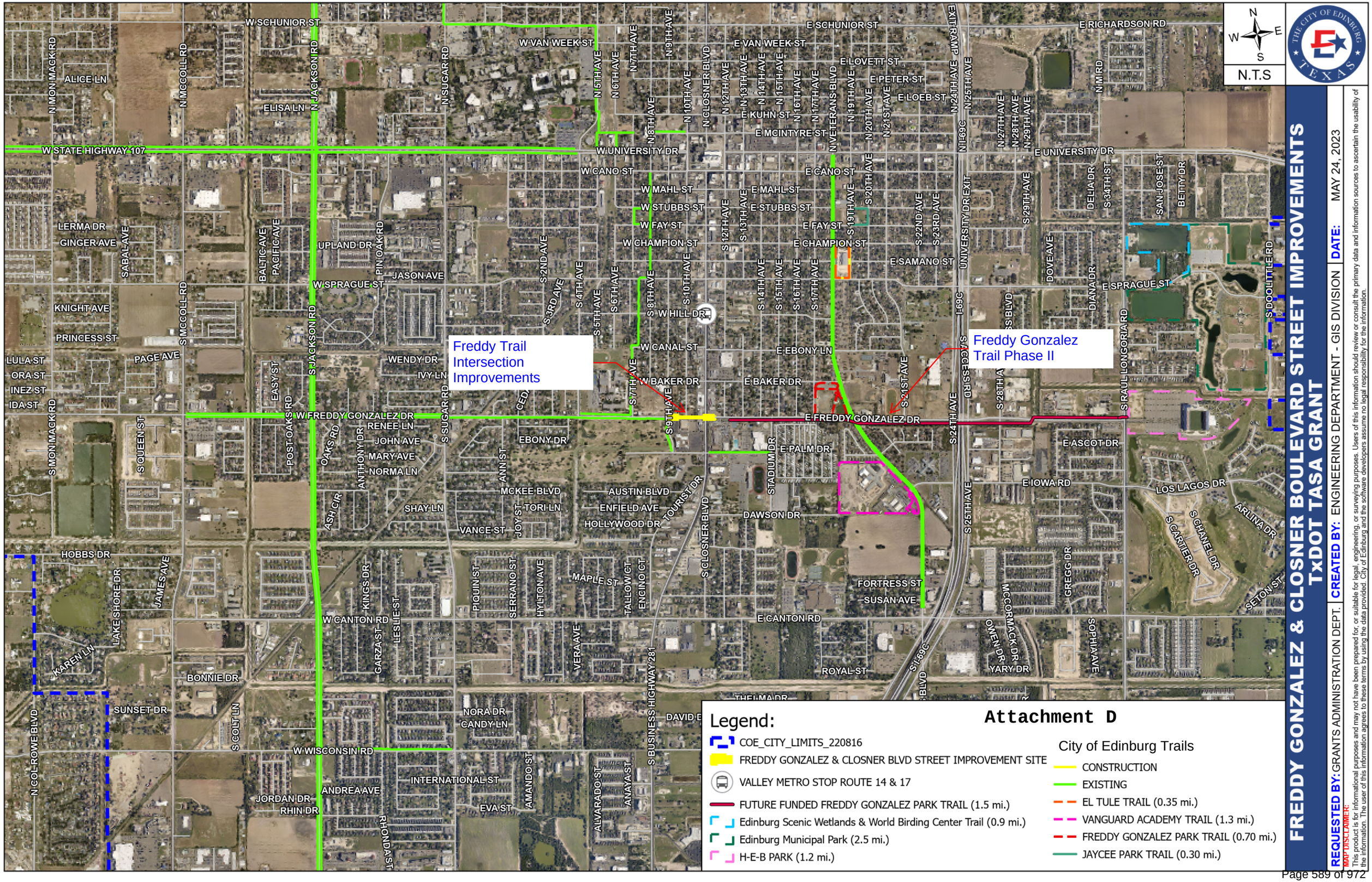
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew H. Mueller

© 1988-2015 ACORD CORPORATION. All rights reserved.



Attachment D

FREDDY GONZALEZ & CLOSNER BOULEVARD STREET IMPROVEMENTS
TxDOT TASA GRANT

REQUESTED BY: GRANTS ADMINISTRATION DEPT. | CREATED BY: ENGINEERING DEPARTMENT - GIS DIVISION | DATE: MAY 24, 2023

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONTRACTUALS
Agenda Item No: 10.B.
Change Order No. 3 - El Tule Project

1. **Agenda Item:**
Consider the Approval of Change Order No. 3 for NM Contracting, LLC for the El Tule - Jose Nieto and Consuelo Alfaro Robledo Center to Reduce Contract Amount by $89,189.66 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
El Tule - Jose Nieto and Consuelo Alfaro Robledo Center is a project that consisted of a 27,000 square foot building for basketball courts and dual use for city events with an outdoor walking trail. Contractually, the project was set to be completed by May 20, 2023. The project was substantially completed on August 28, 2023, 100 days late. Liquidated damages are assessed when projects are completed late based on the contract amount. The contract amount for this project was $4,997,600 with liquidated damages of $800 for projects within this range. This amount is equivalent to $80,000. In addition, 8,919.66 were unused in project's allowance.

Punch list items were addressed by November 2023 and all warranty items and close-out documents have now been received. With the approval of this Change Order, project will be closed and final payment can be issued for $193,844.38 and will Close-out the project.

3. **Staff's Recommendation:**
Staff recommends approval of Change Order No. 3 for NM Contracting, LLC for the El Tule - Jose Nieto and Consuelo Alfaro Robledo Center to reduce contract amount by $89,189.66 and authorize the City Manager to execute any documents related thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Change Order #3 COE - El Tule
B. DSC09998_SM
C. IMG_7904_SM

THE CITY OF Edinburg

CHANGE ORDER NO.: 3

January 23, 2024

Owner: City of Edinburg **Owner's Project No.:**

Architect: Milnet Architectural Services, PLLC.

Project: El Tule – New Recreation Center

Contractor: NM Contracting, LLC.

Date Issued: January 23, 2024

Effective Date of Change Order: January 23, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Deducting unused funds from allotted contingency allowance in the amount of $9,189.66. Deducting from the contract amount the liquidated damages in the amount of $80,000.00; substantial completion was granted 100 days after the contract time. The liquidated damages as stipulated at a cost of $800.00 per calendar day.

Attachments: None

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 4,997,600.00	Original Contract Times: Substantial Completion: August 09, 2022 Ready for final payment: September 23, 2022
Contract Price prior to this Change Order: $ 4,997,600.00	Contract Times prior to this Change Order: Substantial Completion: May 20, 2023 Ready for final payment: July 6, 2023
Decrease on this Change Order: $ 89,189.66	**No Increase** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 4,908,410.34	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Recommended by Architect (Milnet)

By:

Title: Rodolfo R. Molina, Jr. AIA / President

Date: January 23, 2024

City of Edinburg - Engineering

Mardoqueo Hinojosa / City Engineer

City of Edinburg – City Manager's Office

By:

Title: Myra L. Ayala / City Manager

Date:

Contractor – NM Contracting

By:

Title: Gerardo "Jerry" Garcia - VP of Operations

Date: February 22, 2024

APPROVED AS TO FORM

THE OMAR OCHOA LAW FIRM

By:

Name/Title: Omar Ochoa/City Attorney

Date:

City of Edinburg - Finance

By:

Title: Ascencion Alonzo. / Finance Director

Date:


THE CITY OF
Edinburg
EDINBURG
Economic Development Corporation
09/15/2023
10:40 AM
RIBBON CUT CEREMONY
THE CITY OF EDINBURG
TEXAS



COURTS ARE ALL READY

08/24/2023

11:48 PM

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONTRACTUALS
Agenda Item No: 10.C.
Memorandum of Understanding between City of Edinburg and South Texas College

1. **Agenda Item:**
Consider Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Edinburg and South Texas College for Continuing Education to Participants of Firefighter Related Trainings. [Omar Garza, Fire Chief].

2. **Description:**
South Texas College Continuing Education ("CE") will award Continuing Education Units ("CEUs") to participants of Firefighter Related Trainings coordinated and conducted by the City of Edinburg by and through the Edinburg Fire Department, herein after referred to as "Partner." Partner has agreed to deliver these training courses free of charge. Neither party shall pay any compensation to or reimburse any expenses of the other party for the services provided under or in connection with this Memorandum of Understanding.

The initial term of this MOU shall become effective on the effective date and shall be for a period of three (3) years and shall begin on February 1, 2024, and end on August 31, 2026, unless earlier terminated pursuant to the terms of this MOU. Either party shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods by each party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the initial term or any renewal term. In all circumstances, this MOU may be terminated by either party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any ongoing training courses.

3. **Staff's Recommendation:**
Approve authorizing the City Manager to Execute a Memorandum of Understanding between the City of Edinburg and South Texas College for Continuing Education to Participants of Firefighter Related Trainings.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. MOU City of Edinburg Fire Related Trainings

MEMORANDUM OF UNDERSTANDING

Between the City of Edinburg and
South Texas College

Continuing Education Units for Firefighter Related Trainings

I. Purpose: In accordance with the terms of this Memorandum of Understanding ("MOU"), South Texas College Continuing Education ("CE") will award Continuing Education Units ("CEUs") to participants of *Firefighter Related Trainings* coordinated and conducted by the City of Edinburg by and through the Edinburg Fire Department herein after referred to as "Partner." Partner has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

II. Obligations of the Parties:

A. Prior to Training:

1. Partner will provide CE with a copy of the curriculum, syllabus, and qualifications of trainer (resume and transcript) in order to determine whether, in CE's sole, reasonable discretion, they meet Continuing Education Program Criteria stipulated in the Guidelines for Instructional Programs in Workforce Education. Partner will provide CE with trainer's email and a Special Assignment MOU.
2. Partner will decide on training location, dates, and times and relay the decisions and information to CE.
3. CE will set up courses in CE Registration System for $0 per participant.
4. CE will provide Partner with blank participant registration forms or a registration database.
5. Partner will provide CE with completed participant registration forms or a completed registration database.
6. CE will register participants.
7. CE will provide Partner with admission documentation to be filled out during training:
    a. Class Roster
    b. Sign-in Sheets
    c. Satisfaction Surveys
    d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Certificate of Completion will be issued to participants who (a) attend at least 75% of the total number of hours comprising the training program and (b) earn a minimum grade of 80 (type of assessment to be determined by CE and Partner). All others will receive an Unsatisfactory grade and no Certificate of Completion.

B. During Training:

1. Partner will provide approved syllabus to participants and will conduct training.
2. CE will observe trainer and fill out the Trainer Observation form.

C. At the end of Training:

1. Partner will turn in admission documentation to CE:
    a. Class Roster graded by the trainer
    b. Sign-in Sheets
    c. Satisfaction Surveys
2. CE will issue Certificates of Completion to participants based on the Grading Protocol.

3. CE will file documentation for auditing purposes: curriculum, syllabus, trainer qualifications, and admission documentation.

III. Term and Termination: The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of three (3) years and shall begin on February 1, 2024 and end on August 31, 2026 unless earlier terminated pursuant to the terms of this MOU. Partner and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a "Renewal Term") by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

IV. General Provisions:

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Assignment. Neither Party shall assign, sublet, or transfer its interests in this MOU without the prior written consent of the other party.

E. Equal Opportunity. The Parties shall provide all services associated with the subject matter of this MOU in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R., Section 106, et seq.)*, and all other applicable federal and state nondiscrimination statues or laws. Neither Party will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this MOU.

F. Public Information. Partner acknowledge that CE is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU. CE agrees to advise Partner in writing of any such public information requests in accordance with the Public Information Act.

G. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

H. Immunity. CE and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

I. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

J. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

K. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

V. Signatures: In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

By _____ Date _____
Myra L. Ayala
City Manager, City of Edinburg

By _____ Date _____
Omar Garza
Fire Chief, Edinburg Fire Department

By _____ Date _____
Olivia De La Rosa
STC Director of Professional and Workforce Education

By _____ Date _____
Dr. Ricardo J. Solis, STC President

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONTRACTUALS
Agenda Item No: 10.D.
Selection of Project Management Services

1. **Agenda Item:**
Consider Awarding Project Management Services to the Selected Qualified Firm(s) Per City Capital Project and Authorize the City Manager or Designated Appointee to Negotiate a Professional Services Contract with Such Firm(s). [Mardoqueo Hinojosa, CFM, P.E., City Engineer]

2. **Description:**
The City of Edinburg may require project management services on larger scale city capital projects. On January 16, 2024, City Council selected and approved the following qualified firms, as listed, for Project Management Services:

1. Brownstone Consultants
2. Supreme Engineering, PLLC
3. SAMES, Inc.
4. Halff Associates, Inc.
5. RO Engineering, PLLC
6. Norris Leal, LLC
7. B2Z Engineering, LLC

At this time, city staff is presenting, for City Council consideration, the approval of project management services for the following capital projects:

1. New Service Center-This project will be funded through the State and Local Fiscal Recovery Funds; therefore the project manager must be System for Award Management (SAM) active and compliant.
2. Parking Garage-This project will be funded through City issued bonds.

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

3. **Staff's Recommendation:**
Present for City Council consideration.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:

A. Brownstone Consultants RFQ
B. Supreme Engineering RFQ
C. SAMES, Inc. RFQ
D. Halff Associates, Inc. RFQ
E. RO Engineering RFQ
F. NorrisLeal RFQ
G. B2Z Engineering RFQ



BROWNSTONE CONSULTANTS

THE CITY OF EDINBURG TEXAS

Sealed Proposal for 2024 Project Management Services

RFQ No: 2024-1

Project Management Services / Construction Management Services

Opening Date:

Tuesday, December 12, 2023 Opening Time 3:00 pm

BROWNSTONE CONSULTANTS

"Empowering Excellence Through Service"

December 12, 2023

Mardoqueo Hinojosa, P.E.
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Re: Transmittal Letter for Request for Qualifications No: 2024 – 1 for Project Management Services

Dear Mr. Hinojosa,

We are pleased to submit our statement of qualifications to serve the City of Edinburg for Project Management Services. This letter indicates our interest and commitment to providing the City of Edinburg with proven management support in a manner that fully meets your unique needs. I will be the primary point of contact for all correspondence and communications pertaining to the RFQ and David Chacon will be the secondary point of contact. In addition, we have received all addenda, and their content has been considered and included in our response.

Our mission at Brownstone is to lead with unwavering commitment to customer service. We prioritize the fusion of leadership, trust, and competency to deliver superior results. We strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity. Our dedication lies in surpassing client expectations, fostering lasting relationships, and creating a legacy built on reliability and excellence in every project we undertake.

Brownstone has extensive experience managing capital improvement projects in South Texas for municipalities, counties, K-12 school districts, and non-profit organizations. This experience makes us well-suited to provide the scope of services outlined in the RFQ. Our response will detail our methodology, best practices, and provide the context of their value to the City of Edinburg.

We take pride in our ability to deliver the highest level of service to our clients, and we understand the importance of dependability in building long-lasting relationships. Our team is dedicated to ensuring that your needs are met with the utmost care and attention to detail. We believe that our commitment to excellence sets us apart from the competition, and we look forward to the opportunity to serve you.

Sincerely,

Carlos Del Angel, CCM, PMP
Managing Partner
carlos@bstone.biz
Brownstone Consultants, LLC
(956) 802-9979

David Chacon, PE, CCM, CFM
Director of CEI Services
david@bstone.biz
Brownstone Consultants, LLC
(956) 429-9033

TABLE OF CONTENTS

COVER SHEET

TRANSMITTAL LETTER

TABLE OF CONTENTS

PROPOSAL

- Overall Qualifications of Team
- Previous Experience with the City of Edinburg
- Ability to Meet Schedules & Deadlines
- Stability and References

REQUIRED DOCUMENTS APPENDICES (Not to be included in the 30 page limit)

- Professional Certifications & Licenses
- Conflict of Interest
- General Questionnare
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- The City of Edinburg Non-collusion Affidavit
- Certificate of Interested Parties (Form 1295)
- Professional Services Agreement Form

OVERALL QUALIFICATIONS OF TEAM

Overall Qualifications of the Team

Firm Experience & History

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based, minority owned (ESBE, HABE, MBE, SBE, WBE) project management firm established in 2019. Our team is staffed with project management professionals (PMP), construction management professionals (CCM), civil engineers (PE), and registered architects (AIA) that have the technical expertise and industry experience to deliver the scope of services identified on a project-by-project basis. Furthermore, we understand these projects may include, but are not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrade and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. ***Brownstone was developed to serve Owner's and we strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity.***

Historically Underutilized Business (HUB) Certification Number – 222127710 (Expires 12/2024)

- WBE - Woman Business Enterprise
- SBE – Small Business Enterprise
- MBE – Minority Business Enterprise
- HABE – Hispanic American Business Enterprise
- ESBE – Emerging Small Business Enterprise

Brownstone has provided exceptional project management services since its inception and its staff has 100 years of combined experience in the management, oversight, and construction administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects. Below is a summary of recently completed projects and projects currently in progress. ***All projects listed in the table were performed for local governmental agencies over the last two years.***

Services	Project Type	Construction Cost:
Project & Construction Management	Local Government Facilities & Infrastructure	$112M
	Water/Wastewater Infrastructure	$40M
	Broadband	$58M
	Bridge & Roadway	$68M
	TOTAL:	**$278M**

***Please refer to section 2 – Previous Experience with the City for a complete list of projects.**

We feel we are uniquely qualified to best perform the scope of services outlined for the City of Edinburg because we are:

- skilled in managing complex, multi-agency construction projects through all phases of project development.

- Proactive management approach focused on communication. This allows us to address minor issues and resolve them before they become problems.
- registered engineering firm with the state of Texas (Firm No.23250)
- Understand the requirements of working with local governmental agencies.
- Versed in financial compliance when using federal or state funds (TxDOT, TWDB, ARPA, FHWA, etc.)
- Understand how to access various funding mechanisms at the local, state, and federal levels.
- Understand both traditional and alternate delivery methods including CMAR and Design-Build.
- Have a strong local presence.
- Statewide Network of specialty sub-consultants including parking garage specialists, commissioning, safety, estimators, schedulers, etc.
- Knowledge of the region, including ongoing projects within the City of Edinburg.
- Cultivated a culture that adheres to our core values of trust, integrity, and leadership.
- Locally owned and staffed. Many staff members are products of UTRGV.
- Have successfully executed various types of construction projects including vertical, infrastructure, heavy civil, land development, and turnkey city-wide broadband.
- Staffed with multi-disciplined professionals.
    - Project Management Professionals (PMP)
    - Certified Construction Managers (CCM)
    - Professional Engineers (PE)
    - Registered Architects (AIA)
    - Certified Floodplain Manager (CFM)

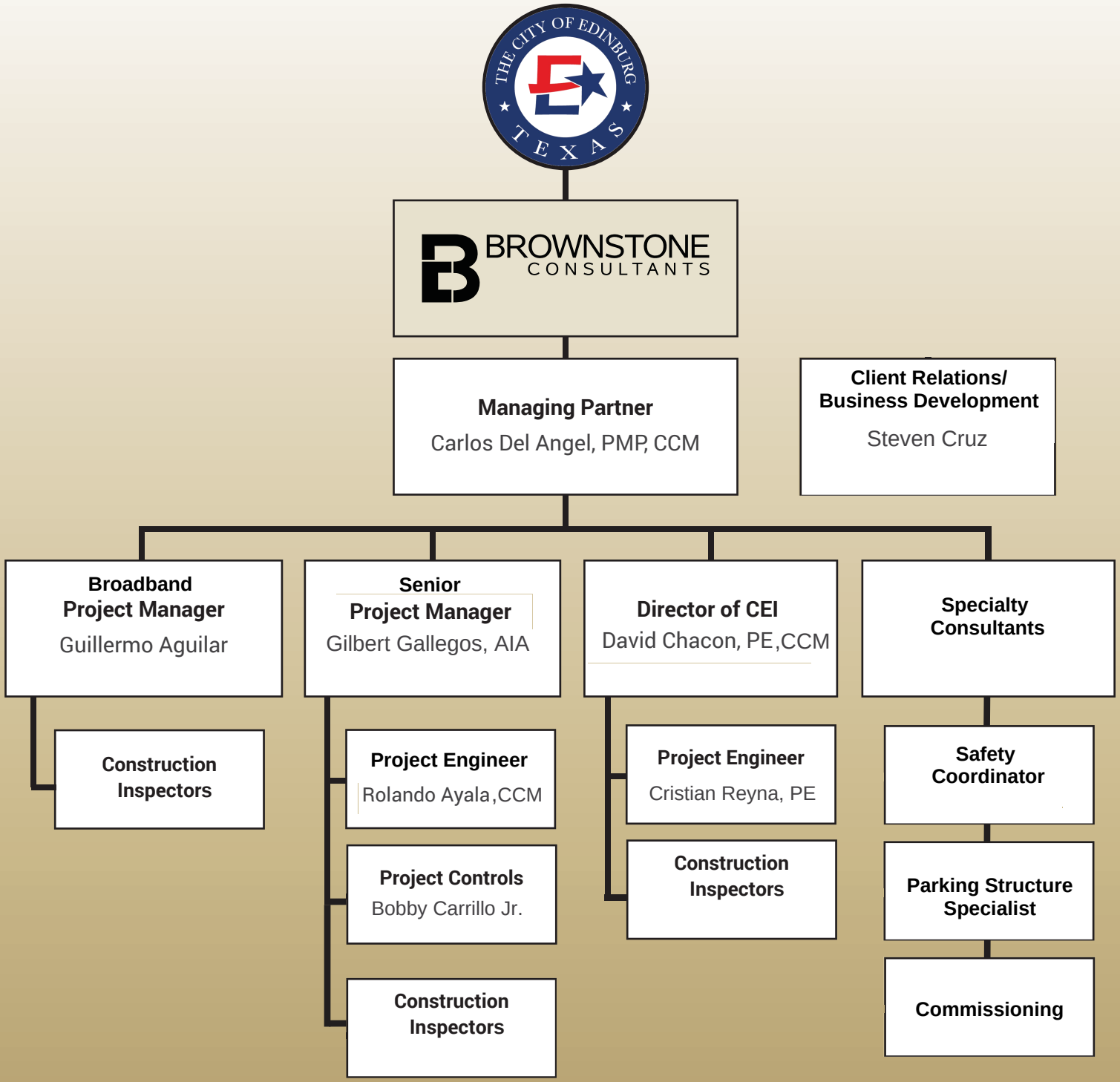
Office Location & Small Assignment Staffing Needs

All services provided for this assignment will be handled out of our McAllen, Texas office location. Our office is centrally located at 2205 N Jackson Rd, McAllen, TX 78501. From this location, we are able to respond to city requests quickly, attend to any issues that arise in the field, and attend in-person meetings on short notice.

Brownstone is staffed with multi-disciplined professionals in both the design and construction of vertical and horizontal projects. We are a boutique firm ***that is both agile and versatile and can assist the city in staff augmentation when needed for any sized project***. In addition to the accreditations and certifications that our staff holds, below are the roles the Brownstone can fulfill to augment the City of Edinburg's staff.

- Registered Architect
- Professional Construction Engineer
- Professional Transportation Engineer
- Sr. Project Manager
- Project Manager
- Assistant Project Manager
- Sr. Construction Inspector
- Construction Inspector
- Project Control Specialist
- Licensed Unmanned Aircraft Systems (UAS/Drone) Pilot
- Utility Coordinator
- Safety Coordinator
- Administrative Support

Brownstone Team Organizational Chart:





JUAN CARLOS DEL ANGEL, PMP, CCM

Managing Partner

Years of Experience	Education	Certifications
Total: 21	**Bachelor of Science, Construction Science**	**Project Management Professional (PMP)**
	Texas A&M University	**Certified Construction Manager (CCM)**

Mr. Del Angel brings more than 20 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $100M in the public, industrial, and multi- family sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- ***Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX***
- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX***
- ***Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | $190M | Hidalgo County TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP15) Pharr International Bridge Upgrades | $8.2M | Pharr, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***



GILBERT GALLEGOS, AIA

Senior Project Manager

Years of Experience
Total: 45

Education
Bachelor of Science. Environmental Design
Texas A&M University

Certifications
State of Texas Registered Architect #12864

Mr. Gallegos brings 45 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $1B in the public, industrial, and multi-family sectors. His strengths include strategic initiatives, project planning, design, coordination of projects, and providing leadership for Owners through the entire project development process.

Relevant Project Experience

- ***City of Edinburg Downtown Revitalization Plan | Edinburg, TX***
- ***Edinburg Consolidated Independent School District Bond Program | $112M | Edinburg, TX]***
- ***South Texas Community College (Two Bond Programs) | $259.8M | Rio Grande Valley***
- ***City of McAllen Convention Center | $50M McAllen, TX***
- ***Texas Southmost College | $68M | Brownsville, TX***
- ***Congress Center 11 Story Parking Garage | $15.5M | Austin, TX***
- ***The University of Texas RGV (Edinbug Campus) Various Projects | $86.6M | Edinburg, TX***
- ***Roma Independent School District, Elementary #7 | $19.7 | Roma, TX***
- ***Tropical Texas Behavioral Clinic, Various Projects | $22.2M | Edinburg, TX***
- ***Workforce Solutions, One-Stop Centers Various Location | Edinburg, TX $15M***



GUILLERMO AGUILAR

Project Manager

Years of Experience
Total: 20

Education
Bachelor of Arts, International Studies
Texas A&M University

Mr. Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than $90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering, operational oversight, and subcontractor relationship management.

Relevant Project Experience

- ***City of Pharr | CMAR Program | $19M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $3.4M | Pharr, TX***



DAVID M. CHACÓN, PE, CCM, CFM

Director of CEI

Years of Experience
Total: 9

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Professional Engineer (P.E.)
Certified Construction Manager (CCM)
Certified Floodplain Manager (CFM)

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 9 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to $80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***
- ***City of Pharr | Fire Station No. 1 | $6M | Pharr, TX***
- ***TxDOT/GSA | Border Safety Inspection Facility | $28M | Pharr, TX***
- ***TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***TxDOT | US-83 Relief Route Phase I | $80M | La Joya, TX***
- ***Rio Hondo Independent School District | Rio Hondo Middle School | $20M | Rio Hondo, TX***
- ***South Texas Health System | McAllen Medical Center | $40M | McAllen, TX***



ROLANDO AYALA

Project Engineer

Years of Experience
Total: 5

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Certified Construction Manager (CCM)

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multi-million-dollar projects. Dedicated, time-line driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project

Relevant Project Experience

- ***City of Pharr | 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $68M | Pharr, TX***
- ***UTRGV | Nursing Center | $9M | 60,000 SF | Pharr, TX***
- ***Harlingen CISD | Treasure Hills Elementary Phase II | $8M | Harlingen, TX***
- ***City of Brownsville/SPI International Airport Hangar | $1.8M | Brownsville, TX***

PREVIOUS EXPERIENCE WITH THE CITY OF EDINBURG

Although Brownstone Consultants has not worked directly with the City of Edinburg, some of our senior staff members have extensive experience working inside the Edinburg City limits. Their expertise in this area can be attributed to their involvement in various projects that required them to work closely with stakeholders from the City of Edinburg. As a result, our team has gained a deep understanding of the unique challenges and opportunities that the City of Edinburg faces and is well-equipped to provide innovative solutions to address them. Please refer to the list below for the projects our staff has worked on.

- ***City of Edinburg Downtown Revitalization Plan***
- ***Edinburg Consolidated Independent School District Bond Program***
- ***The University of Texas RGV (Edinbug Campus) Various Projects***
- ***Tropical Texas Behavioral Clinic, Various Projects***
- ***Workforce Solutions, One-Stop Centers Various Location***
- ***Hidalgo County | CDBG-CV Health Facility Improvements***
- ***Hidalgo County | Hidalgo County Courthouse Phase II***

In addition to our team's extensive experience working with stakeholders from the City of Edinburg, we have also collaborated with various municipalities and government agencies on a range of projects. Our team has worked on projects related to infrastructure development, community engagement initiatives, health clinics, educational facilities, and public sector reforms, among others. Please refer to the list below for some of our recent projects with local municipalities and government agencies.

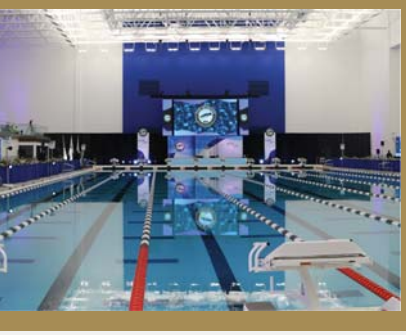
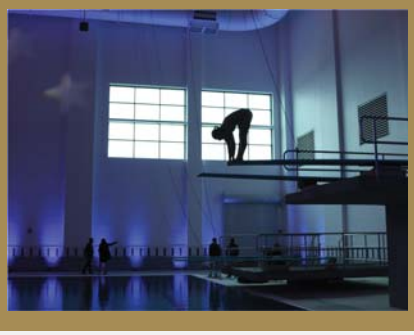
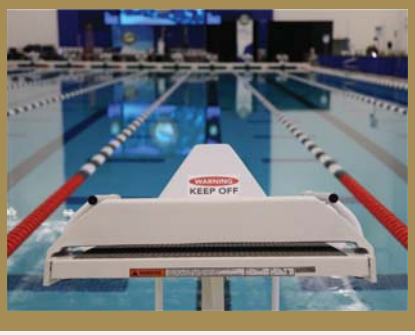
"Empowering Excellence Through Service"

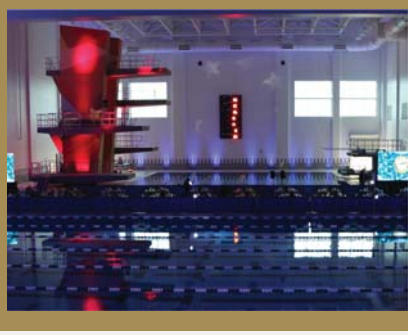
City of Pharr / UTRGV Natatorium

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $25.0M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**



City of Pharr 1st Floor Renovation

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $2.3M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**







TeamPharr.net City-Wide Fiber Optic Distribution Project

Scope: Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

Construction Cost: $54.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: City Manager

Phone: (956) 402-4000





FY15 DAP Port of Entry North Bound Lane Expansion

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: City Manager

Phone: (956) 402-4000





Hidalgo County / CDBG-CV Health Facility Improvements

Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**

Title: Chief Administrative Officer

Phone: (956) 318-2426

Hidalgo County / Courthouse Phase II Project

Scope: Brownstone was contracted by Hidalgo County to serve as a Construction Manager (CM) to oversee the design and construction of the Courthouse Phase II project which includes the demolition of the existing courthouse, construction of a new ground-level parking facility, construction of a new pedestrian park and plaza (Meander), and modifications to the existing modular buildings

Construction Cost: $10.0M

Reference: Hidalgo County Executive Office, **Mr. Roy Quintanilha**

Phone: (956) 292-7655 ext. 5614

Hidalgo County / El Paraiso Health Clinic and Community Resource Center (CRC)

Scope: Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 8,000-square-foot Health Clinic and a 5,300-square-foot Community Resource Center. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, and coordination of all special consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**

Title: Chief Administrative Officer

Phone: (956) 318-2426

City of Pharr/ Pharr One Building

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / TWDB 2020 CWSRF & DWSRF Program

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of multiple water/wastewater projects within the 2020 TWDB CWSRF/DWSRF program. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $40.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / International Bridge Expansion Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the construction and assist in the development of the design documents of a new 1.35-mile-long international bridge. Brownstone was tasked with stakeholder management, interagency coordination, budget and schedule review, design document review, and quantities verification during the design phase. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), Federal Highway Administration (FHWA), United States Coast Guards (USCG), International Boundary and Water Commission (IBWC), Texas Historic Commission (THC), and the City of Pharr are involved in this multi-agency project.

Construction Cost: $54.5M

Reference: City of Pharr **Ms. Anali Alanis**

Title: CInterim City Manager

Phone: (956) 402-4000

City of Pharr / FY16 DAP Port of Entry Inspection Facilities

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. The project consists of horizontal and vertical infrastructure inside the federal port of entry. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $44.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / Fire Station No. 1 Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot fire station. Brownstone was tasked with the management of the design team, conducting value-engineering workshops, utility relocation coordination, construction contract administration, change order management, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $6.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

ABILITY TO MEET SCHEDULES AND DEADLINES

Effectively managing time is crucial for high-performance teams to complete their tasks. As a project manager or team leader, it is essential to adopt time and scheduling strategies that help you meet deadlines and deliver projects on time. You can start by analyzing your thought process, behavior, and interactions with the team to determine which strategies to choose.

Here are some ways that **Brownstone Consultants** can help you manage your time and schedule:

1. Develop a clear project plan
Creating a clear and organized project plan or schedule is one of the most important considerations for effective time management. A precise and well-structured activity plan allows you to visualize the entire timeline of a project and better understand what's necessary for its completion. Brownstone Consultants can help you develop a project plan that outlines all individual tasks, stages, milestones, and deadlines.

2. Learn to communicate effectively with stakeholders
Effective communication is vital for successful project management. Brownstone Consultants can help you establish communication channels that work best for sharing updates, making decisions, and asking for feedback from project stakeholders.

3. Delegate tasks
Delegating tasks to team members is an effective way to manage time. Brownstone Consultants can help you assign tasks to team members based on their skills and capacity. To do this effectively, it's important to use a reporting and progress tracking system that shows who can take on more tasks and what may be lacking.

4. Allow flexibility in your project schedule
Remaining flexible is essential when managing a project. By allowing for flexibility, you can quickly analyze and address any unforeseen issues that arise throughout the duration of a project without extending your deadlines.

5. Determine the duration of each task
Setting a time limit for each task for which your team is responsible can help manage everyone's time during a project. However, it's vital to ensure that you don't engage in means and methods of the contractor's responsibility.

6. Use time and web-based information management tools
Time and web-based information management tools are helpful software programs and systems that simplify communication, information sharing, and file sharing during a project. Brownstone Consultants is familiar with different schedule platforms such as Primavera P6 scheduling software, owner-focused web-based information management systems, and contractor-based construction-taking systems such as Procore.

7. Prioritize tasks
Assigning priorities to assignments is a vital part of effective time management. Brownstone Consultants can help you determine the connections between tasks and prioritize assignments accordingly.

8. Regularly review progress
Reviewing the work that you and your team did at the end of each day, week, or month is crucial for effective time management. Brownstone Consultants can help you identify areas of strengths and weaknesses and prioritize incomplete tasks to ensure that the team completes them on time.

By adopting these time and scheduling strategies, you can effectively manage your time and deliver projects on time work that you and your team did to push the project forward. Focus on the things that went well and identify if there were any weaknesses that you can address before the next project cycle. If you notice that there are any incomplete tasks in the team's queue, you can prioritize them to make sure the team completes them on time.

STABILITY AND REFERENCES

References

Project: Hidalgo County CDBG – CV Health Facility Improvements
Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo
(956) 383-3112

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Bobby Carrillo – Project Control Specialist

Project: City of Pharr / UTRGV Natatorium
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

Project: Pharr One
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Ed Wylie
Interim City Manager
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

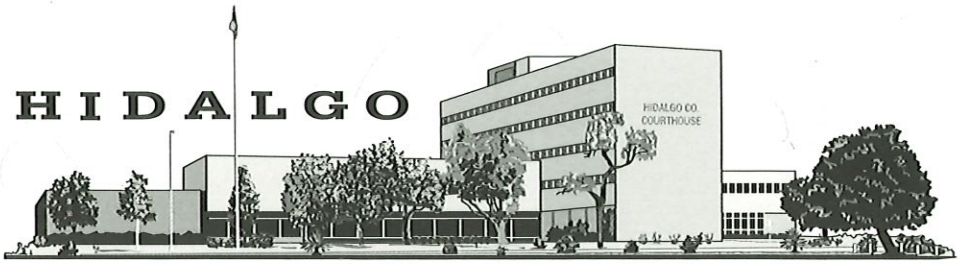
Reference Letters

We have attached reference letters for the three projects aforementioned.

Past Project with the City, or within the City of Edinburg

- City of Edinburg Downtown Revitalization Plan – Gilbert Gallegos, AIA
- Edinburg Consolidated Independent School District Bond Program – Gilbert Gallegos, AIA
- The University of Texas RGV (Edinburg Campus) Various Projects – Gilbert Gallegos, AIA
- Tropical Texas Behavioral Clinic, Various Projects – Gilbert Gallegos, AIA , David Chacon, PE
- Hidalgo County | CDBG-CV Health Facility Improvements - Carlos Del Angel, PMP, CCM, Bobby Carrillo
- Hidalgo County | Hidalgo County Courthouse Phase II - Carlos Del Angel, PMP, CCM, Bobby Carrillo, David Chacon, PE, CCM , CFM, Rolando Ayala, CCM

COUNTY of HIDALGO
ELLIE TORRES
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

December 11, 2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Hidalgo County / Urban County CDBG-CV Health Facility Improvements (Bio-Safety Lab Project)

Dear Mr. Del Angel,

I wanted to take a moment to express my sincere thanks for the exceptional work you and Brownstone Consultants performed on the Bio-Safety Lab project. Your contributions were instrumental in helping us navigate the complexities of the project and ensuring that all regulations were complied with.

I particularly appreciate the following:

- Your guidance in the decision-making process helped us stay on track and make informed choices.
- Your recommendations regarding the structural canopies, which are allowing us to resolve this issue without further delaying the project.
- Your commitment to ensuring that the project remained compliant with all regulations and that the County's ARPA funds were used appropriately.

The Bio-Safety Lab will have a significant impact on the residents of Hidalgo County, and we are grateful for your dedication and professionalism throughout this effort. We look forward to the opportunity to work with you again.

Respectfully submitted,

Ellie Torres

Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo

February 24, 2022

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: City of Pharr / UTRGV Natatorium Project

Mr. Del Angel,

Through this letter, thank you for your work and dedication in completing the Natatorium Project. You and your team demonstrated high professionalism throughout the project, especially in assisting the City of Pharr in completing the project in time to host the State of City address.

Moreover, I want to highlight your exceptional leadership in the change management process and managing contingency expenditure funds. Your ability to navigate and resolve unexpected issues while keeping the project on track and within budget is truly commendable. Your team's efforts in ensuring timely and efficient implementation of change requests were much appreciated and helped us achieve our goals.

Thank you again for your hard work and dedication to this project, and we look forward to working with you on future projects.

Respectfully Submitted,

Dr. Ambrosio “Amos” Hernandez
Mayor
City of Pharr

August 09,2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Pharr One Project

Mr. Del Angel,

I am pleased to write this letter of reference for Brownstone Consultants, LLC. Brownstone helped us manage the design and construction of our new Pharr One facility, which is a remarkable addition to the Pharr community. It is designed to provide residents with a unique outdoor gathering space and a state-of-the-art learning facility. The facility boasts a stunning French garden with a reflection pool and an outdoor amphitheater for performances and events.

Mr. Del Angel and his staff helped the City navigate several issues, including COVID-19 pandemic-related supply chain problems that were beyond the control of any team members. Although these supply chain issues delayed the project, Brownstone kept the project on budget and negotiated no additional general condition fees from the contractor.

Brownstone also assisted the City throughout the warranty period, tracking warranty items for timely resolution and conducting six- and eleven-month warranty walkthroughs to ensure outstanding warranty items were addressed before the warranty expiration date.

Thank you for your exceptional work and commitment to this project. We appreciate the dedication and professionalism that Brownstone Consultants, LLC brought to this effort. We look forward to the opportunity to work with you again in the future.

Respectfully Submitted,

Mr. Ed Wylie
Deputy City Manager
City of Pharr

REQUIRED DOCUMENTS
APPENDICES

Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors



Pierre Le Manh | President & CEO

PMP® Number: 1960290

PMP® Original Grant Date: 08 September 2016

PMP® Expiration Date: 08 September 2025

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

D.J. Mason III

CMCI Board of Governors Chair



October 2021

Certification Date

October 2024

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Carlos Del Angel

has successfully completed

Local Government Project Procedures Qualification
#72741

Pharr , TX
July 17-18, 2019
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Gilbert Gallegos

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED OCTOBER 2, 2007

PRESIDENT

SECRETARY

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

David Chacon

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

29633

CMCI #

CMCI Board of Governors Chair

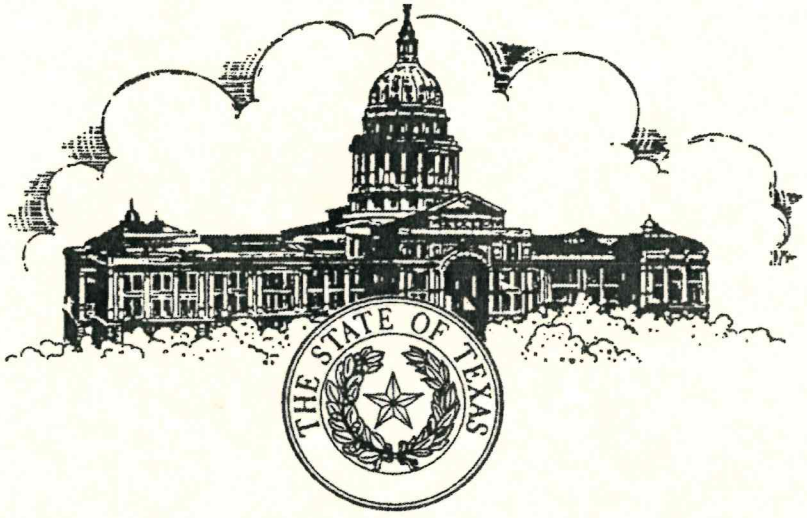


May 2022

Certification Date

May 2025

Valid Through



David Marcelo Chacon

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

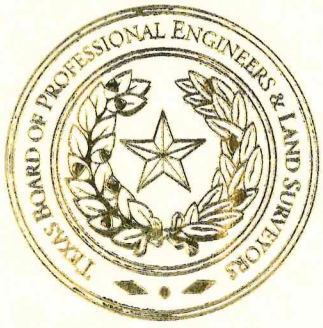
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

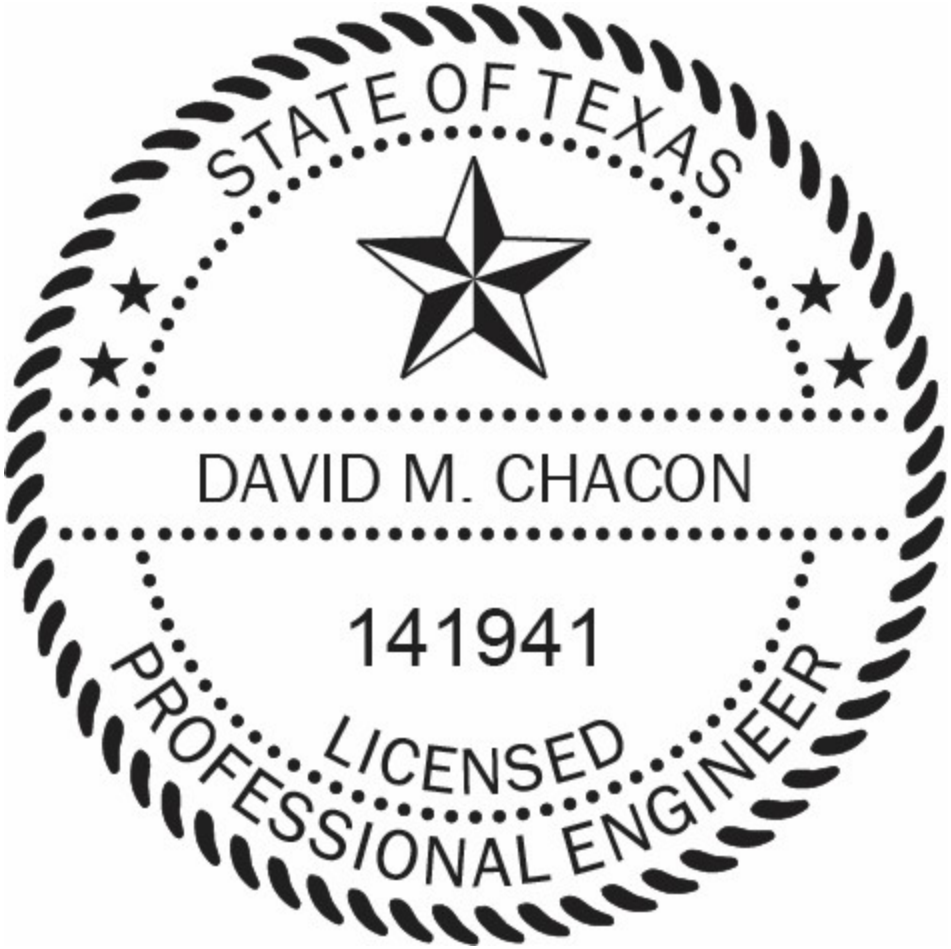
We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 2nd day of August, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary

SERIAL NUMBER **141941**


STATE OF TEXAS
DAVID M. CHACON
141941
LICENSED
PROFESSIONAL ENGINEER

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
AND
TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

David Marcelo Chacon

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION # 4438-23N

ISSUED: March 2023

Stephanie W. Griffin

Stephanie Griffin, CFM
2023-2025 TFMA President

Wes Birdwell, CFM
TFMA Executive Director

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

David Chacon

has successfully completed

Local Government Project Procedures Qualification
#85056

VIR , TX
November 17-18, 2021
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

TxLTAP

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Rolando Ayala

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

28281

CMCI #

CMCI Board of Governors Chair



September 2022

Certification Date

September 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Rolando Ayala

has successfully completed

Local Government Project Procedures Qualification #85073

VIR , TX
July 13-14, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Brownstone Consultants, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-23250

Expiration Date
2/28/2024

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 12/12/2023

Company/Vendor Name: Brownstone Consultants, LLC

Printed Name and Title: Juan Carlos Del Angel, Managing Partner

Authorized Signatory: Juan Carlos Del Angel

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Brownstone Consultants, LLC
(Full, correct legal name)

- Address: 2205 N Jackson Rd, McAllen, Texas, 78501
- Telephone/Fax: 956-307-3057
- Email address: carlos@bstone.biz

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

3.

Yes____ No_X_

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

4. Where is the Company's corporate headquarters located? McAllen,Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No_X_

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No_X_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan Carlos Del Angel
Address: 2205 N Jackson Rd. McAllen, Tx, 78503
Telephone: 956-307-3057
Fax: N/A
Email: carlos@bstone.biz

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Carlos Del Angel, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Brownstone Consultants, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Managing Partner

Subscribed and sworn to me this 1st day of December 2023.

By: Martha Infante

Notary Public

MARTHA INFANTE
My Notary ID # 124744214
Expires December 1, 2023

My commission expires 12-01-23

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Brownstone Consultants, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Project Management Services

RFQ No. 2024-001

December 12, 2023

THE CITY OF Edinburg







SUPREME ENGINEERING

135 Paseo del Prado Suite 7 | Edinburg, Texas 78539 | (956) 403-1314

TABLE OF CONTENTS

Section 1: Transmittal Letter

Section 2: Firm Qualification and Experience

Section 3: Team Member Qualifications and Experience

Section 4: References

Section 5: Insurance

Section 6: Professional Services Agreement

Section 7: Contact Information

Section 8: Appendix A

- Conflict of Interest Disclosure
- Company Providing Proposal General Questionnaire
- Litigation Disclosure Form
- HB 89 Verification Form
- HB 13 Verification Form
- HB 19 Verification Form
- Non-Collusion Form
- Form 1295 - Certificate of Interested Parties
- Company W9
- Certificate of Insurance

Section 1
Transmittal Letter

135 Paseo del Prado Ste 7
Edinburg, Texas 78539
Firm No. F-21135
(956) 403-1314

December 12th, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-001 – Project Management Services

Dear Mr. Hinojosa,

Supreme Engineering, PLLC (Supreme) is pleased to submit our Statement of Qualifications to City of Edinburg for the 2024 Project Management Services.

We recognize that Supreme has only been providing Professional Services since 2019; therefore, our project backlog is continuing to growth every year at the level of our competitors; therefore, we are confident that our diverse team is qualified to serve the needs of City of Edinburg. We are eager to demonstrate that our experience and motivation will produce a quality product that will meet your expectations. Our Team gained firsthand experience with municipal and county projects by means of employment; therefore, our Team is very familiar with City of Edinburg needs. The Team gained over twenty six (26) years of combined experience and worked closely to plan, design, draft, and perform quality assurance on various projects.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 403-1314 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

Section 2
Firm Qualifications and Experience

FIRM QUALIFICATION AND EXPERIENCE

Project Needs

Supreme Engineering, PLLC (Supreme) understands that in order for City of Edinburg to proactively manage the City's needs, especially in efficient and timely manner to alleviate the City's infrastructure and to protect life and property for City of Edinburg's residents, businesses and surrounding jurisdictions, may contract with qualified engineering firms to assist with this endeavor. Road/Utility infrastructure and Drainage have had a major impact in City of Edinburg in the past years. This has impacted the city economically, and it has affected the safety and health of the residents Citywide.

Project Management

Supreme has experience in the past years with preparation of plans, specifications, and estimates (PS&E), utility relocation, water and sewer distribution, signage, pavement markings, traffic, project management, drainage design and hydraulics as well as **overseeing projects to ensure the contractors must adhere to** guidelines and code as set forth by International Building Code, Unified Development Code and City's Engineering Design Standards is as follows:

I. General Services Phase

General Services phase will consist of meeting with City of Edinburg to ensure, review and execute a clear and concise understanding of the project and that City's expectations are met.

A. Perform assigned duties and responsibilities upon issuance of Job Task Order or notice to proceed in accordance with the scope provided in such work order or notice or upon direction of the City's designee.
B. Work will consist of trades necessary to review and complete work as detailed in the construction documents, specifications and/or as directed by the City's Project Manager.
C. All work must comply with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s) is required, and will be provided by the CM at no additional cost to the City.
D. Provide recommendations regarding construction feasibility, labor availability, material usage, time requirements and update completion date based on project plans, specifications, verbal instruction(s) or combination thereof.
E. Prepare cost estimates for alternative designs and material recommendations to improve project budget and its management.

F. Prepare Guaranteed Maximum Price (GMP) to include any construction, material, labor, self-performed work and management cost, detailing each area of the proposal.
G. Provide Value Engineering Services and make recommendations to assure compliance with GMP.
H. Prepare/coordinate construction schedule for the Construction Team.
I. Update schedules, activity sequences, and duration milestone dates as needed.
J. Always provide site supervision during the requested services.

II. Pre-Construction Phase

During the Pre-Construction phase, assist the City with the Design, Scope of work, budget and project schedule will be clearly defined.

A. Assist the City and the City's Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
B. Establish the master project schedule identifying all different phases and all milestone items.
C. Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the City. The GMP shall include the substantial completion date of the project.
D. Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
E. Work with and coordinate activities with any other contractors that the City contracts work with for the project.
F. Review all applicable documents to ensure constructability and to minimize change orders.
G. Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by the City as direct material purchases.
H. Coordinate with the City's Professional Consultants to finalize construction documents and develop bid packages.

III. Procurement (Bids and Awards) Phase

Supreme Engineering will identify prospective bidder, answer questions regarding the bid, specification, and review bid packages.

A. Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
B. Assess conditions in the construction market to identify factors that will or may affect costs and time for completing the project.

C. Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
D. Compile bid specifications and packages, utilizing City's bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchases.
E. Solicit, advertise, accept, review, and, based on approvals by the City, award bids to qualified subcontractors based on the bid packages identified.

IV. Construction Phase

During the construction phase, assist the City with the Bid Package and Construction Contract execution. Throughout the construction phase, constant communication, coordination will take place with City and the Contractor.

A. Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
B. Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
C. Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
D. Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
E. Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
F. B. Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
G. C. Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
H. D. Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.

V. Close-Out Phase

A. Assemble and deliver sufficient hard copies and electronic copies on USB/Flash Drive of closeout documents, parts and operational manuals, and repair and parts manual.
B. Coordinate project close-out, start-up and transition to operation
C. Coordinate completion of As-Built documents with City's Building Official and Project Manager.
D. Complete or coordinate completion of punch-list items generated by the City's Professional Consultant and the City's representatives during their inspections.

E. Coordinate with the City's Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document.
F. Coordinate with the City's Building Official to prepare the Certificate of Final Inspection.
G. Coordinate and conduct Building Warranty Inspections
H. Warrantee all workmanship and material for one (1) year following substantial completion.
I. Ensure coordination and implementation of equipment training for City staff.
J. Provide USB/Flash Drive for all project photos.
K. Project video record of any training provided to City's staff.

Past Experience

While Supreme is working to build its company portfolio, we are confident that the experience our Team offers is able to meet the project management needs of City of Edinburg. These project management services include but are not limited to the following: A.) Route and Design Studies, right of way maps and data, utility adjustments, surveying, pre-design; B) Roadway Design, Drainage Design, Solid Waste, signing, markings and signalization, traffic control plans, plans and specifications, bid preparation; C) plans, drawings and specifications; D) Construction Management & Inspection, design for new construction, design for alterations / renovations, needs assessment, ADA compliance, cost estimating among others.

Hidalgo County Drainage District No. 1

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.





Hidalgo County Drainage District No. 1

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

Private Development

General Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.



Firm Uniqueness to Perform

Supreme has an advantage to perform due to the fact that his team has several years of experience in local government. The team understands and easily identify the City's needs which results in a proactively solution to solve and/or alleviate the issues.

For instance, hurricanes and rain events have recently produced multiple 500-yr storms in our area, causing a significant amount of flooding, damaging homes, personal property, and businesses. Our team understand the need for large projects that will significantly increase the capacity of the Drainage System to bring flooding relief to the City of Edinburg by identifying potential funding for these projects.

City of Edinburg along with its counterparts strive to implement drainage requirements for new development to ensure that these developments take the necessary measures to mitigate stormwater out of the area as quickly as possible.

Supreme understands the need to design projects that will meet the goals of the City of Edinburg. These projects; however, must be designed within City's budget. Supreme is also familiar with the policies and procedures implemented for new infrastructure.

Office Location

Supreme operates out of the main office located in Edinburg, Texas at 135 Paseo del Prado.

Firm's Capacity to Undertake the Project and Accomplish in the Required Time

✓ **Ability to Commence Services**
Supreme Engineering, PLLC is able to commence services immediately upon issuance of a Notice to Proceed.

✓ **Concurrent Projects**
Supreme Engineering, PLLC has a variety of government and private projects: however, we have the personnel and resources to avoid any interference with any projected awarded to Supreme Engineering.

✓ **Company Ownership**
Supreme Engineering, PLLC is a one owner company with healthy finances. Supreme is not for sale nor intend to be offer in the long future.

✓ **Litigations**
Supreme Engineering, PLLC has no past nor pending litigations.

✓ **Financials**
Supreme Engineering, PLLC is not in default in any loan or any other financial agreements with a bank or other financial institution.

✓ **Conflict of Interest**
Supreme Engineering, PLLC, owner/s, owners' family has no financial or other relationship with City employees, officers, City Council or committee members.

✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.

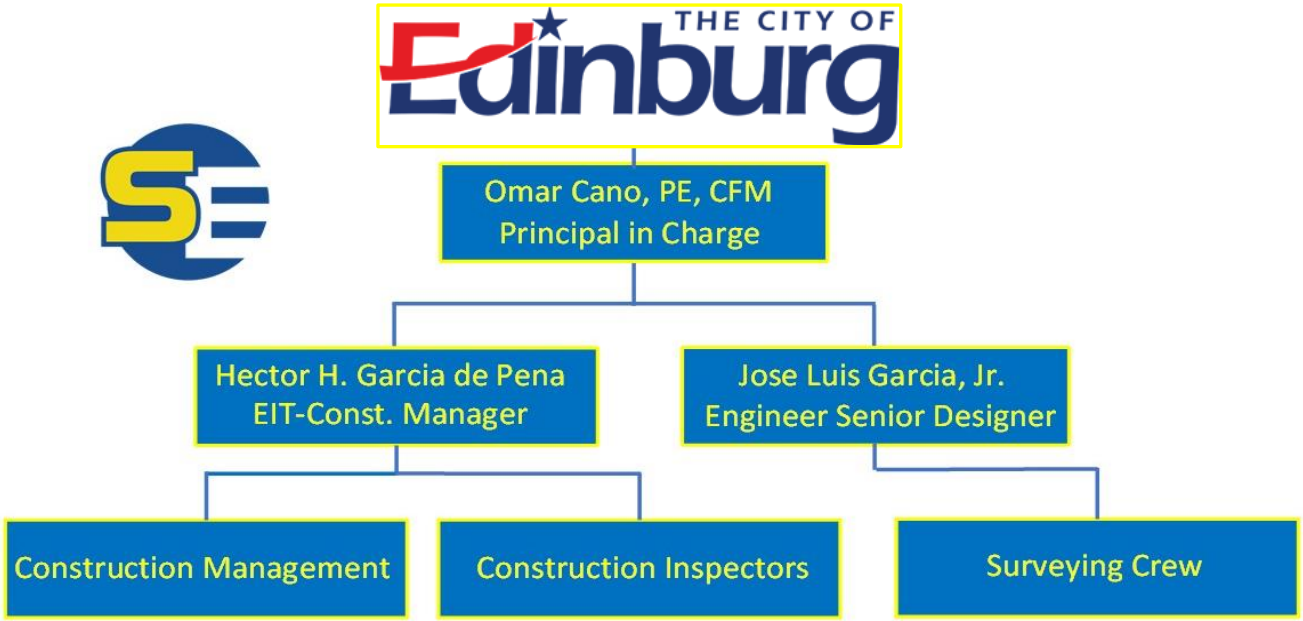
✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

Section 3
Team Member Qualifications and Experience

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Supreme Engineering, PLLC (Supreme) has been providing professional engineering services since 2019. Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135. Supreme has over 30 years of combined experience. Supreme is located locally in Edinburg, Texas, giving Supreme an edge when selected to provide services for projects within Hidalgo County. Supreme is familiar with City of Edinburg's design standards and guidelines as well as County, State, and Federal regulations to assist with completing projects while complying with any applicable regulations. Supreme utilizes the latest CADD and GPS technology and equipment. Our firm is equipped with technology that will allow us to respond to our client's needs immediately.

Supreme currently employees registered professional engineer, engineer in training, engineer designer, construction inspector, surveying technicians and sub-consult any professional surveying as required. Employees have a diverse background and are committed to delivering a quality product. Therefore, their diversity allows them to perform multiple duties to ensure that a project meets City of Edinburg's expectations and is delivered on time.



Mr. Omar Cano, PE, CFM has been licensed Engineer in the State of Texas since 2015. Mr. Cano is also a Certified Floodplain Manager. Mr. Cano has over 15 years of experience in the private and public sectors. Mr. Cano gained experience in roadway design while employed at the Texas Department of Transportation (TxDOT). While employed at Ambiotec Civil Engineering Group, Mr. Cano gained experience in municipal water, sewer, storm drainage and land development. As Interim Director of Engineering at the City of Edinburg, Mr. Cano not only enriched his engineering experience but was able to develop his ability to interact and discuss projects with government

officials. The opportunity to deal with the concerns of the constituents gave him insight to the needs of the community. Mr. Cano spent approximately three (3) years the Hidalgo County Drainage District No. 1 as an Engineer III where he was able to assist with several drainage projects.

Mr. Hector H. Garcia de Peña, PE, CFM is a license Engineer in the State of Texas. Mr. Peña graduated from the University of Texas RGV in 2018. Mr. Peña is familiar with project management and construction inspections. Mr. Peña has extensive knowledge of County's requirements for land development and is familiar with the county rules and regulations.

Mr. Jose Luis Garcia, Jr graduated from South Texas College with a certificate in Civil Drafting. He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans.

Omar Cano, PE, CFM

BS in Civil Engineering, Texas A&M University – Kingsville, Texas
Registration: Texas Professional Engineer 120081
Certified Floodplain Manager 2389-13N

Mr. Cano has performed work with public and private entities. His public service includes serving as Interim Director of Engineering for the City of Edinburg and he served as an Engineer for Hidalgo County Drainage District No. 1. Public service allowed Mr. Cano to coordinate with consultants, entities, and the public to resolve the infrastructure needs to the area. He is also familiar with the local municipal and state regulations required for design and construction and survey of engineering projects. Mr. Cano's experience includes designing and analyzing engineering work related to hydraulics and hydrology, preparing cost estimates and Preliminary Engineering Reports for a design that will serve the needs and budget, conducting and coordinating site visits to monitor the projects progress and contractors' performance. Mr. Cano has managed projects funded through TWDB / GLO. He will be responsible for final review of plans and will be sealing all designs. As Project Manager, Mr. Cano will be responsible for leading all tasks in the contract and overseeing all aspects of the day-to-day operations.

Mr. Cano is proficient in HEC-HMS and HEC-RAS, SEWER CAD, Windstorm, and AutoCAD/Civil 3D.

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

City of Edinburg Jackson Rd Hike & Bike – Project limits are from Canton to Chapin, 2.8 miles, first of its class in Edinburg. The project consisted of rest areas and parking areas, designed for future connectivity to other cities.

Subdivision Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.

Hector H. Garcia De Peña, PE, CFM

BS in Mechanical Engineering, University of Texas RGV – Edinburg, Texas
Registration: Texas Professional Engineer 150389
Certified Floodplain Manager 4241-22N

Mr. Garcia de Peña has three (5) years of experience and is ready to contribute to everything from minor site improvements to major, multi-site undertakings. He is skilled at Site Development with training in AutoCAD/Civil3D and Drainage Design. Mr. Garcia de Peña's attention to a project has provided successful, accurate and detailed project specifications. He verifies code compliance and regulatory integration while leading projects safely and smoothly to completion.

Mr. Garcia de Peña had the opportunity to gain firsthand knowledge of the requirements set forth by Hidalgo County Drainage District No. 1 for land development by reviewing over 300 drainage reports, conducting 15 inspections, and reviewing over 20 construction plans. In reviewing drainage reports, Mr. Garcia de Peña analyzed reports, maps, drawings, and photographs on soil composition, terrain, hydrological characteristics, run off calculations, Floodplain & Topographical Maps, and other data to determine feasibility of proposed projects and ensure all state and local government drainage requirements were met. He also prepared meetings with general contractors and engineering firms.

Mr. Garcia de Peña has been responsible for managing all Land Development submittals for Cameron County by creating workflows, templates, and application forms, attending meetings and site locations to gather data for projects, and work closely with the County Floodplain Administrator. He has participated in project design reviews and created engineering designs under supervision of licensed engineering professionals. Mr. Garcia de Peña has participated in the updating of the Cameron County Rules and Regulations for Subdivisions. He also assisted with project coordination, most notable SpaceX Facilities on Boca Chica

Jose Luis Garcia, Jr.

Certificate in Civil Drafting – South Texas College

Mr. Garcia offers over seventeen (17) years of civil drafting experience. He is proficient in the following:

- Autodesk Land Desktop
- MicroStation V8i (Select Serie 4)
- Microsoft Office
- Geo Viewer
- AutoTurn
- Civil 3D
- Trimble GPS Equipment

He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans. Mr. Garcia has also served as a survey technician and field crew member to perform boundary surveys. Currently Mr. Garcia is enrolled at Lone Star College Montgomery to assist him on becoming eligible to be a Professional Land Surveyor.

Certifications and Licenses

Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135.



Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

SUPREME ENGINEERING, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-21135

Expiration Date
10/31/2024

Mr. Omar Cano, PE, CFM is a registered Professional Engineer in the State of Texas, License No. 120081.



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 120081
Status: ACTIVE
Expires: 3/31/2024

OMAR CANO

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Mr. Hector Garcia De Pena is a registered Professional Engineer in the State of Texas, License No. 150389.


PE LS
Texas Board of Professional Engineers and Land Surveyors
Number: 150389
Status: ACTIVE
Expires: 9/30/2024
HECTOR HERNAN GARCIA DE PENA
Texas Licensed Professional Engineer
Hector Garcia
Signature

Mr. Jose Luis Garcia, Jr. received a Certificate of Completion for Civil Drafting from South Texas College.


South Texas College

Hereby Certifies That

Jose Luis Garcia Jr.

Having completed the prescribed Course of Study is awarded this

Certificate of Completion
Civil Drafting

Conferred in McAllen, Texas with all the honors and privileges thereto appertaining
In Witness Whereof, we have hereunto affixed our signature and
Seal of the Institution on the tenth day of May, two thousand and eight.

SOUTH TEXAS COLLEGE

Irene M. Garcia
Chair, Board of Trustees

Dr. Shirley A. Reed
President

Section 4

References

CLIENT REFERENCES

In State References

Robert (Bobby) Salinas
City Manager | City of Alamo | 420 North Tower Road | Alamo, Texas 78516
956.787.0006 | bsalinas@alamotexas.org

Juan Pablo Terrazas, PE
Assistant City Manager | City of Mission | 1201 East 8th Street | Mission, Texas 78572
956.580.8650 | jpterrazas@missiontexas.us

Roberto Salinas, PE
General Manager | AGUA SUD | 3120 North Abram Road | Palmview, Texas 78572
956.585.2459 Ext. 101 | robertos@aguasud.com

David Suarez
Mayor | City of Weslaco | 255 South Kansas Avenue | Weslaco, Texas 78596
956.968.3181 | david.suarez@weslacotx.gov

Section 5

Insurance

INSURANCE CLAIMS

✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.

✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

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

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

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American	
INSURER B : Hiscox, Inc.	
INSURER C : Progressive Ins	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
135 Paseo del Prado Ste 7
Edinburg, TX 78539

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	y	y	PL F119674-00	11/11/23	11/11/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $Included
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			ANE4911233.23	11/11/23	11/11/24	Claim/Aggregate Limit	1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, TX 78539
Attn: City Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TIM

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Printed by TIM on November 01, 2023 at 10:54AM

Section 6

Professional Service Agreement

December 12th, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-001 – Project Management Services

Dear Mr. Hinojosa,

Supreme Engineering, PLLC (Supreme) has read the Professional Services Agreement. The firm will meet the prerequisite insurance requirement, and the firm, if selected, agrees to enter in to such agreement.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

Section 7

Contact Information

CONTACT INFORMATION

Primary Contact

Omar Cano, P.E., C.F.M.
President
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 272-2246
omar.cano@supremeengineering.com

Secondary Contact

Hector Garcia, PE, CFM
Project Engineer
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 403-1314
hector.garcia@supremeengineering.com

Section 8

Appendix A

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/12/2023

Company/Vendor Name: Supreme Engineering, PLLC

Printed Name and Title: Omar Cano, President

Authorized Signatory: 

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Supreme Engineering, PLLC
(Full, correct legal name)

- Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
- Telephone/Fax: (956) 403-1314
- Email address: omar.cano@supremeengineering.com

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

3. Yes____ No✓

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

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

4 (years) 2 (months)

c. State the number of full-time employees at the Edinburg office. 7

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Omar Cano
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
Telephone: (956) 272-2246
Fax: _____
Email: omar.cano@supremeengineering.com

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

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

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Omar Cano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Supreme Engineering,PLLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 12 day of December 2023.

By:

Notary Public Maribel Romero

MARIBEL ROMERO
Notary Public, State of Texas
Comm. Expires 08-31-2027
Notary ID 132132832

My commission expires 08-31-2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Supreme Engineering, PLLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103086

Date Filed:
12/11/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Supreme Engineering, PLLC
Edinburg, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 2024-001
Project Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Omar Cano, and my date of birth is 10/09/1981.

My address is 2427 Seton St (street), Edinburg (city), TX (state), 78542 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 12 day of December (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

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

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

PRODUCER

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American	
INSURER B : Hiscox, Inc.	
INSURER C : Progressive Ins	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
135 Paseo del Prado Ste 7
Edinburg, TX 78539

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	y	y	PL F119674-00	11/11/23	11/11/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $Included
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			ANE4911233.23	11/11/23	11/11/24	Claim/Aggregate Limit	1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, TX 78539
Attn: City Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TIM

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Printed by TIM on November 01, 2023 at 10:54AM


SUPREME
ENGINEERING

REQUEST FOR QUALIFICATIONS PROJECT MANAGEMENT SERVICES 2024-1

December 12, 2023 at 3:00 P.M. CST

Prepared For :

CITY OF EDINBURG

Prepared By :

SAMES, INC.

956-702-8880
200 S 10TH STREET STE 1500
MCALLEN, TX 78577
WWW.SAMENGINEERING-SURVEYING.COM

Table of Contents

Cover Letter .....

Statement of Qualifications .....

Firm History and Qualifications 1-14

Previous Experience with the City 15-16

Ability to Meet Schedules and Deadlines 16-18

Stability and References 18-23

Capacity to Perform 24-25

Appendix .....

Resumes

Certificate of Insurance

Conflict of Interest Disclosure Form

Conflict of Interest Questionnaire

General Questionnaire Form

Litigation Disclosure Form

HB 89 Verification Form

Senate Bill 13 Verification Form

Senate Bill 19 Verification Form

Non-Conclusion Affidavit Form

Certificate of Interested Parties (acknowledgment thru web portal)

December 12, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: **Request for Qualifications No. 2024-1 for Project Management Services**

Greetings Mr. Hinojosa,

SAMES, Inc. ("SAMES") is extremely pleased, interested and committed to providing the City of Edinburg ("City") with professional **Project Management Services** performed in accordance with contract documents and local, state, and federal regulations. Samuel D. Maldonado, firm Principal and State Licensed Professional Engineer, will be the Principal in Charge and primary point of contact for the City.

Samuel D. Maldonado, P.E., R.P.L.S.
200 S. 10th Street, Suite 1500, McAllen, TX 78501
O: 956.702.8880 F: 956.702.8883 M: 956.207.7130
sam@samengineering-surveying.com

Please find included in this response our firm's qualifications to provide exceptional project management services including our team's project management experience, project references and team resumes. SAMES has built a team of professionals with a firm foundation in civil engineering, design, project management and various support disciplines. We have successfully completed numerous local, state and/or federally funded projects within the South Texas region and for the City of Edinburg. SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We meet all local, county and state licensing and insurance requirements.

Upon review of RFQ's scope of services, we are confident and committed in our ability to perform this work in a professional, timely and cost-effective manner. SAMES has reviewed addendum #1 issued on November 30, 2023 and has taken it into consideration.

Regardless of scope or size you have my personal commitment that your projects will be staffed with experienced professionals and that no effort will be spared to ensure the City of Edinburg receives a quality end-product on time and within budget. I, Samuel D. Maldonado, am duly authorized to contractually bind the firm. Should you have any questions or wish to discuss our qualifications in further detail, please contact me at my mobile, (956) 207-7130. Thank you for your time and consideration of our Statement of Qualifications.

Respectfully Submitted,

Samuel D. Maldonado, PE, RPLS
Principal

Section I: Overall Qualifications of Team

FIRM HISTORY AND QUALIFICATIONS

SAMES, Inc. ("SAMES") is a minority owned company established in 2008 by Samuel and Saul Maldonado, two brothers with a vision to develop a legacy of leadership succession serving communities world-wide. Our Corporate Mission is "To empower leadership that promotes excellence through teamwork, accountability and integrity while providing quality professional engineering, construction and surveying services." Although originally established as a professional engineering and surveying firm, to better serve our clients, SAMES expanded in 2010 and started providing general construction and **project management services**. In 2013 SAMES opted to expand once more and added federal government contracting as another strategy for business growth. Today, SAMES proudly serves local, municipal, state, federal, and private/commercial clients from any one of our four (4) office locations: McAllen, Tx; Harlingen, TX; Santa Fe, NM; Los Alamos, NM. Project management services will be provided to the City of Edinburg from our McAllen location.

SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We are a certified **Disadvantaged Business Enterprise (DBE)** and a **State of Texas Historically Underutilized Business (HUB)** with federal certifications from the U.S. Small Business Administration's **HUBZone** program.

Principal Owners:	**Office Locations:**	**General Information:**
Samuel D. Maldonado **Principal & CEO** Mobile: (956) 207-7130 sam@samengineering-surveying.com **Saul D. Maldonado** **Principal & President** Mobile: (956) 451-5826 saul@samengineering-surveying.com Firm Established: 2008	The Chase Tower 200 S 10th St, Suite 1500 McAllen, TX 78501 222 E. Van Buren Ave, Suite 306 Harlingen, TX 78550 1596 Pacheco St, Suite 203 Santa Fe, NM 87505 1247 Central Ave, Suite 220 Los Alamos, NM 87544	• Type of Organization: S-Corp. • Engineering Registration No.: F-10602 • Surveying Registration No.: 10141600 • Texas HUB No. 59680 • TxDOT DBE No. VN 23559 • TxDOT Small Business Enterprise • Federal HUBZone No. 54823 • UEI No. DP31KANLHAT1 • Cage Code: 66n60 • TIN: 26-2941288

Uniqueness to Best Perform

The City of Edinburg has undertaken unique and challenging projects in the past, some of which were managed by SAMES professionals. SAMES understands the complexity and importance of projects the City of Edinburg may undertake this coming year. Moreover, we are familiar with the unique requirement of managing and executing large-scale projects and various types of public improvements. SAMES understands these projects are the cities' bottom line. We also understand that effective engineering and management services encompass planning, directing, coordinating, and control of the various engineering support and project disciplines to accomplish project goals. Furthermore, our professionals have experience working with multiple entities, local, county, state, and federal agencies, which has provided them with an in-depth knowledge of various government regulations and policies.

SAMES has provided services for State and Federally funded programs such as:

- Texas Department of Transportation
- Texas Water Development Board
- Texas Department of Rural Affairs (formerly ORCA)
- Hidalgo County Urban County Program
- North American Development Bank
- US Department of Housing and Urban Development, Community Development Block Grant
- US Department of Commerce, Economic Development Administration

The City of Edinburg's efforts to identify qualified firms to provide comprehensive project management services will establish a sustainable mechanism to access needed professional resources both promptly and efficiently. The awarded contract will be staffed by management and technical leaders with extensive experience in the successful performance of project management services. We have developed the skills to collaborate effectively with multiple entities to deliver quality and well-managed projects in accordance with agency standards.

PROJECT MANAGEMENT EXPERIENCE

SAMES proposes to provide solutions that are sensitive to the needs of the project. As Project Managers for the City of Edinburg ("COE"), with a firm foundation in heavy and civil engineering, SAMES will be proficient in providing the city with the following work elements as they relate to project management services:

Project Management and Project Inspection	
• *Contract Review and Negotiation*	• *Project CPM Scheduling*
• *Change Order Analysis*	• *Productivity Analysis*
• *Project Design Reviews*	• *Dispute Avoidance and Resolution*
• *Staff Augmentation*	• *Project Control Systems*
• *Cost Estimate Evaluations*	• *Inspections and Quality Assurance*

Project Management Plan

SAMES has devised a "draft" Project Management Plan which establishes the roles and responsibilities of the project management team. Key personnel roles are Project Managers, Construction Manager, Construction Inspector and Field Inspectors.

Project Manager

Specific Duties of the Project Manager during project include:

- Monitor the project for compliance to program schedule, technical, quality and contract/facility interface requirements and COE regulatory, legal, and procedural requirements.
- Provide specialized support to the assistant project managers as required. Such support may include additional staffing, specialized equipment, or outside contract services.
- Review requests for funding to support project initiatives.

Assistant Project Manager

The Assistant Project Manager are intended to be the front-line managers of the project contractor, dealing with the issues addressed by the contract documents, and presenting to the Project Manager only those

issues which require additional input beyond what is included in the contract documents. Specific duties of the Assistant Project Manager include:

- Manage the scope, quality, schedule, cost and payment certifications for the project and post-project phases of the project.
- Provide project contract administration to enforce contract requirements. This includes on-site visits and the monitoring of submittals, field reports, and test reports.
- Coordinate and monitor input, deadlines, and review comments on Project Contractor's submittals between Design Engineers and Project Contractors, as appropriate. Provide reminders when there are delays to timely responses on submittals to Contractor and proper logging and tracking of all submittals.
- Manage document control system by ensuring proper filing of project phase documents and maintain such files.
- Function as the primary contact with representatives of the engineer, contractor, materials testing firm, and the internal team members.
- Arrange and conduct all project meetings; ensure meeting minutes are properly prepared and issued.
- Routinely review (audit) correspondence between Field Inspectors and Project Contractors for appropriateness.
- Review and sign all correspondence related to quality, schedule, or administrative disputes with contractors.
- Liaison with Program Manager, Design Engineers, and Project Contractors regarding issues of design, constructability, drawings, or specifications.
- Upon request from COE, negotiate on their behalf for contract changes with Project Contractor to develop a proposed Change Order to COE with recommendations. COE and the Project Contractor must understand that the Project Manager's negotiation is in good faith but is non-binding and that after the proposal and recommendation, COE is free to continue negotiation directly with the Project Contractor. The Assistant Project Manager will monitor and follow up with COE to encourage timely responses to change issues and change order development, and persistently insist on proper supporting documentation from the Project Contractor.
- Monitor and document quantities on changes agreed to be paid on time and material basis if applicable.
- Routinely review (audit) all daily and weekly inspection reports to ensure appropriateness.
- Prepare monthly progress report to COE by consolidating individual input from the Project Contractor, Resident Engineer and Inspectors reflecting the status of the project contract. Present progress brief to project team and COE management, as requested.
- Review and recommend approval of contractor progress payment applications. Ensure receipt of proper progress and payment documentation. Monitor and follow up to encourage COE timely processing of payments.
- Ensure on-going communication with the Program Manager
- Review the project schedule and provide comments to the Project Manager, Program Managers, Design Engineers, and Project Contractor, as appropriate; monitor and document project progress; instruct responsible parties to initiate remedial actions, as required; and instruct submittal(s) by contractor of updated and/or recovery schedules as changes occur to ensure schedule remains in compliance with the overall project goals.
- Analyze change orders for schedule impacts.
- Monitor Project Contractor's compliance with environmental requirements and coordinate contractor activities related to environmental and safety personnel.

- Conduct final inspection and with Owner input establish final Project Contract punch list.
- Verify completion of all punch list components prior to recommending final payment.
- Ensure receipt of proper final payment documentation, final approved operations, and maintenance (O&M) manuals, and as-built drawings reviewed approved by the inspector and consulting engineer.
- Coordinate all project contract closeout procedures, including preparation of final record drawings by Design Engineer.
- Coordinate notifications and responses to warranty issues.
- Coordinate anniversary inspection prior to warranty expiration(s).

Field Inspectors

Field inspector duties are described below:

- Observe the work in progress for conformance with project documents.
- Accept rebar, formwork, and embedment for concrete pours and observe concrete site testing, placement, compaction, finishing and curing, and pipe installation and testing.
- Accept subgrade stabilization, base compaction and HMAC placement.
- Prepare daily reports and maintain an inspection diary.
- Maintain contract documentation filing system.
- Take project progress photos.
- Witness field tests.
- Respond to RFI's that involve site operations or where the contract documents are clear on the intent. If not covered in contract documents, then discuss with Project Manager for response or liaison with design team to address.
- Coordinate materials testing field services through the materials testing firm and advise the Assistant Project Manager when testing is completed.
- Coordinate initial survey meeting on site to ensure proper turnover of engineer's survey data to Project Contractor and advise the Assistant Project Manager as surveying occurs.
- Advise the Assistant Project Manager when the Design Engineer is required to witness special field tests.
- Maintain mark-up of drawings to reflect as-built conditions and review contractor's red-lined and as-built drawings. Review contractor's final, red-lined drawings and ensure proper submittal of these documents to Consulting Design Engineer for development of record drawings.
- Review field progress against approved schedule and document/report variations.
- Review progress payment applications with Project Contractor and make recommendations on percentage complete for pay items to the Assistant Project Manager.

Relevant Project Experience

SAMES will offer the City of Edinburg access to a wealth of resources, qualified staff, and technical experts in the local geographical area to complete the respective assignments and other logistical tasks required for the City's projects. Our team's capability, experience and qualifications are exemplified by the quality results of similar projects managed and most recently completed.

The following projects demonstrate SAMES **Project Administration and Management Experience** with Federal, State, and/or County Government projects.

Hidalgo County Street Improvement Project – WA #1 Roadway & Bridge Inventory and Assessment Study and Reports



Contract Date: September 2021 – September 2022

Client:
Hidalgo County
Roy Quintanilla, CPM – Hidalgo County Executive office
505 S. McColl Rd, Suite J, Edinburg, TX 78539
(956) 292-7655

Contract Value: $1.7 Million

The Hidalgo County Street Inventory project is a locally funded project that involved the assessment of approximately 2,000 miles of county roads. The purpose of the project was to determine the current state of the County's public infrastructure and to centralize an easily accessible database to allocate public resources in a more efficient way thereby benefitting everyone, from taxpayers to government officials. SAMES gathered raw data from the county roads which was then input into various databases and asset management software. SAMES then processed the data to prepare graphs, tables, charts, and Geographic Information System (GIS) files and maps. The data collected on these roads included Road Name, Beginning and Ending Points, Mileage, Width, Apparent Right-of-Way, Road Type (urban, rural), Surface Type (asphalt, caliche, concrete, gravel, soil), Street Signages, Street Lighting, Culverts, Inlets, and Road Defects (Traverse & Longitudinal cracks, Corrugation, Raveling, Rutting, Shoving, Edge Cracking, Potholes, Alligator Cracks, and Deficient Drainage). Such data was then geo-referenced which allowed each Precinct the ability to see the precise location of these elements and defects. In addition to roadway assessments, SAMES is also performing quality control inspections on new subdivisions approved within the contract time frame for the Street Inventory Project. Once these subdivisions are constructed (and prior to any warranty expiration date) SAMES will perform the same assessment as with the county roads. Should any defects or deficiencies be found, SAMES will notify the respective Precinct so they can address the issue with the contractor of record and have them correct the deficiency before the warranty period expires.

Professional Engineering Services for Inspections, Material Testing and Project Management for the Mile 6 W. Road Project (Mile 9 to Mile 11), Weslaco, Texas

Contract Date: April 2020 – November 2022

Client:
Hidalgo County Precinct No. 1
Jorge Pena – Deputy Chief
1902 Joe Stephens Avenue #101, Weslaco, TX 78596
(956) 968-8733

Contract Value: $12.3 Million

The Hidalgo County Mile 6 W Project (From Mile 9 to Mile 11) involved the construction of approximately 2 miles of a 5-lane roadway project that widened the street cross section. The project involved widening of an existing 2-lane roadway, storm drainage improvements, utility relocations, sidewalks, signalization,

and striping. Construction of this project addressed much needed traffic relief for the area of north Weslaco in Hidalgo County Precinct 1.

Project Scope and Overall Sequencing:

- The site was first cleared of obstacles before construction, such as trees, buildings, power poles, and other utilities. This involved close coordination with all entities within the right-of-way to avoid utility related delays to the contractor.
- Traffic control was then established to facilitate the contractor during project phasing, as specified in the plans.
- The next step involved excavating down to the subgrade. The contractor treated the subgrade and compacted, followed by the flexible base layer. This composed the foundation of the road.
- Once the foundation was set, asphalt was laid establishing the smooth wearing course of the road.
- Another key aspect of the project was the installation of storm drainage, which included underground reinforced concrete pipe, inlet structures, and outfalls. These provided much needed drainage relief to the area.
- The project also included the installation of two canal crossings for an irrigation district, siphoned by a 96" and a 110" centrifugally cast fiberglass pipe.
- Finally, safety features such as road signs, guardrails, and lighting were installed to ensure the road is safe for drivers and pedestrians.
- Construction of most of the improvements occurred within city streets and involved deep excavations that occasionally disrupted the community and its existing infrastructure. Strict coordination within the various phases of construction and amongst all the agencies involved with the project was required from the onset to minimize the impact to the residents and interested stakeholders.

CEI Scope of work:

Hidalgo County Precinct-1 selected SAMES Inc. as the project owner representative, providing Construction Engineering Inspection services on the Mile 6 W Project. Our scope of work included:

- Quality Assurance: we provided quality assurance to guarantee that the project met or exceeded contract specifications. We reviewed and approved all material submittals, conducted construction inspections, and oversaw all construction material testing. We also reviewed all Contractor payment applications and ensured that all billed items were performed as specified.
- Compliance and Documentation: SAMES maintained daily records of construction activities, ensured DBE compliance, reviewed certified payroll, and assisted the project owner to substantiate all funding and regulatory compliance.
- Communication: We believe that clear and consistent communication is crucial to the success of any project. SAMES maintained clear communication with the project owner regarding potential change orders, contractor requests for information, and budget status. SAMES coordinated weekly field meetings with the project owner to keep key members informed on all operational and administrative items. Furthermore, SAMES ensured a constant line of communication between the project owner and TxDOT Project Manager to ensure state-side reporting accuracy and compliance.
- Reporting: Our team produced daily Raken progress reports to monitor the progress of the construction work. These reports included constituent complaints and their resolutions, status of the work performed on that day, quantities installed, any safety or construction related issues and their resolutions. Additionally, weekly and monthly reports were provided to the project owner

providing a summary of all daily operations, a percentage of construction progress, and other budget, schedule, and scope updates.

The Heights on Wisconsin Subdivision, Edinburg, Texas

Contract Date: April 2022 – October 2023

Client:
Carranza Development
Julio Carranza - Owner
(956) 207-0987

Contract Value: $1.9 Million



The project consists of an 18.08-acre tract of land to be subdivided into approximately 82 Single-Family Residential lots. The project, located in Edinburg, Texas, represents Phase III of such development and follows the City of Edinburg Planning & Zoning standards. For this project, SAMES provides Surveying & Engineering services that include completion of survey topography of property, preparation of Final Subdivision Plat, Utility Layout and Drainage layout as per City requirements, Coordination with utility agencies to obtain certifications/plat approvals, and completion and submission of Drainage Report to Hidalgo County Drainage District No. 1 for approval. In addition, the SAMES CEI Department provides pay application review and quantity verification for all contractor progress payments. CEI performs onsite inspections to confirm the installed quantities reported by the contractor, then prepares a complete report for the owner and the lender which includes material quantities, items installed, volume of work performed, and payment recommendations to facilitate the pay application process.

Design of wastewater lift station in accordance with TCEQ and City of Edinburg standards and requirements. This lift station is to service 63-acres of existing and future residential developments. The design consists of pump/motor selection, sizing of wet well, establishing pump control parameters, lift station site layout, design of discharge force main, and project engineering details. SAMES also coordinated with AEP and electrical design engineer to provide electrical service to the site. Review of contractor submittals to ensure adherence to project plans and technical specifications.

Hidalgo County Housing Authority – Hacienda de San Miguel

Contract Date: January 2021 – March 2022

Client:
Housing Authority of the County of Hidalgo
Mike Lopez, Executive Director
1800 N. Texas Blvd., Weslaco, TX 78599
(956) 969-5866

Contract Value: $14 Million

SAMES was subcontracted by Mata-Garcia Architects to provide surveying services, land development, civil engineering and geotechnical services for the design and project of a new subdivision and apartment complex for the Housing Authority of Hidalgo County. The development process included preparation of a subdivision plat including submittal of the application of subdivision plat and utility and drainage plans for approval through the City of Donna. During the civil design process, it was discovered that existing sewer facilities around the area were too far and lacked enough depth to be extended to the project site. As a result, SAMES proposed a submersible wet-well lift station to provide the development with sanitary sewer service. SAMES' project engineer determined all aspects of the lift station, from logistical items to operational tasks. He determined the location, design peak flow, load requirement on pumps and motors as well as identifying power sources, approved controls, designed wet-well capacity and discharge conduits. Operational costs, space requirements, effectiveness of system, maintenance required, and environmental impact were all considered throughout the design. The design was prepared in accordance with TCEQ Standards and Hydraulic Institute Standards. Once design was completed and drawings were approved for project, SAMES provided project management and inspection services to ensure the work was completed as specified.



TxGLO 2015 Floods Grant – Alamo and Edinburg Area Stormwater Relief

Contract Date: May 2018 – October 2020

Client:
Hidalgo County Urban County Program (UCP)
P.R. Avila, Assistant Director
1916 Tesoro Blvd.
Pharr, TX 78577
(956) 787-8127

Contract Value: $2.5 Million



This project included design and installation of a storm sewer system capable of alleviating the impact of major storm events in the designated project area. The project area consists of 13 recorded subdivisions prone to flooding: San Marcos Acres, San Marcos Acres No. 3, Alamo Estates, Alamo Estates No. 2, Herencia Manor Subdivision, North Alamo Terrace Subdivision, Kaylen Heights, Chris Estates, Alberta Meadows, Alberta Meadows Unit No. 2, Hopewell Gardens, Dan Burn Estates and Trenton Oaks. The new storm sewer collection system included drainage swales, roadside ditches, inlets, and pipe networks that will ultimately outfall at existing and proposed drainage ditches owned by Hidalgo County Drainage District #1. Additionally, road re-project was required to drain subdivisions. These key infrastructure improvements should minimize the extent of flooding in the project area by ensuring positive drainage. This project also included subsidiary work required for the improvements, including temporary erosion control devices and traffic control for the duration of the project. SAMES provided project planning, surveying, civil engineering design, preparation of bidding documents, bidding and award phase services, and basic services during project.

Pantex Roads Refurbishment Project

Contract Date: 2019

Client:
U.S. Department of Energy

SAMES was subcontracted by CNS, LLC. the maintenance and operations contractor at Pantex Plant for them to provide roadway and parking lot repairs at select locations throughout the plant. The goal was to provide a complete, integrated, and functional installation constructed in accordance with the statement of work, and all contract and design documents. The scope of work included heavy duty and light duty asphalt and concrete pavement repair, base or overlay asphalt repair and resurface, mill, and fill pavement repair. SAMES was responsible for coordinating and managing all project trades necessary for the fulfillment of the work. This included subcontract administration, scheduling, invoicing, and payment. SAMES provided key supervisory personnel in the form of project managers, quality control managers, on-site coordinators, superintendents and OSHA competent site safety health officers or safety coordinators. SAMES was always onsite during project coordinating various subcontractor crews while ensuring the work was performed in accordance with all contract documents and follows all applicable local, state, and federal laws. A key challenge and component to this project was the project timeline. Amarillo has a shorter paving season than we encounter in South Texas (no paving December – March); as such we were forced to complete 90% of the project between August and December. To accomplish this we organized, managed, and executed 2-daily crews (day and night).

Government Projects List

As a direct result of our firm's experience, qualifications, and the leadership of our firm principals, SAMES has completed numerous engineering contracts. The projects noted below are just a few of the local government contracts we have completed in the last two (2) years.

- *City of McAllen Trade Zone Stormwater Pump Station Upgrades*
- *Hidalgo County Precinct No. 3 Shary Road Expansion Project*
- *Hidalgo County Urban County Program (UCP) Professional Engineering Services for 2015 CDBG – Disaster Alamo and Edinburg Area Stormwater Relief Project*
- *Hidalgo County Housing Authority Hacienda de San Miguel – Surveying Services, Land Development, Civil Engineering, Geotechnical Services, and Project Management*
- *Hidalgo County Regional Mobility Authority (HCRMA) - Topographic Surveying and right-of-way map for FM 493 in Donna, Texas, which included approximately 105 parcel plats; Topographic Surveying of U.S. 281 SUE; Boundary Survey of SH 365 Toll Road SUE*
- *Hidalgo County Drainage District No. 1 BOND Drainage Projects – Design of Drainage Improvements*
- *Hidalgo County Pct. 1 - Construction Engineering Inspections for Mile 6 W Road Project*
- *City of McAllen BOND Drainage Utility Fee Projects – Assessment and Design of Drainage Improvements.*
- *City of Donna – Planning & Zoning Division Professional Design and Engineering Services for Hidalgo County Metropolitan Planning Organization – Transportation Alternatives (TA) Program Sidewalk and ADA Ramps*
- *Pharr Housing Authority – Capital needs assessment conducted in accordance with HUD CAN E Tool (physical evaluation, cost estimates for repairs/improvements, and final report*
- *Texas Gas Service – Blanket contract to provide on-call surveying and engineering support services throughout the Rio Grande Valley*
- *City of Harlingen Drainage Improvements for Storm Sewer Systems 204 and 252*

- *Weslaco EDC – Mid Valley International Industrial Park – Development, Surveying, Civil Design, Funding Compliance, Project Management*
- *City of San Juan Parks and Recreation Youth Center – Site Civil Design*
- *City of San Juan CDBG Street Improvements – Surveying, Design, Funding Compliance, and Project Management*
- *City of La Joya CDBG Street Improvements - Surveying, Design, Funding Compliance, and Project Management*
- *City of Escobares CDBG Street Improvements - Surveying, Design, Funding Compliance, and Project Management*
- *City of Roma Las Americas International Logistics Industrial Park – Development, Surveying, Civil Design, Funding Compliance, and Project Management*
- *City of Brownsville Dean Porter Park – Civil Engineering Design*
- *South Padre Island Metro Bus Shelters Project – Surveying, Civil Engineering Design, Construction Administration*

PERSONNEL AND STAFFING

SAMES has a total of 103 employees which includes licensed professional staff, state registered/certified technicians and highly trained support and administrative/management personnel that actively participate in our projects. SAMES professional staff includes:

- Five (5) State of Texas Licensed Engineers
- Two (2) State of Texas Registered Professional Land Surveyors
- One (1) Project Management Professional
- One (1) Certified Floodplain Manager
- Three (3) Engineers in Training
- Thirteen (13) Field/Graduate Engineers

The City of Edinburg will be facilitated by a solid team of professionals ready to fulfill the scope requirements for any project management project. SAMES will provide complete coverage of the project needs while our staffing plan will allow the firm to manage multiple concurrent projects without compromising quality and the attention to detail that encompasses SAMES's commitment to our clients. Assignments will be designated according to specific discipline and expertise – as each team member brings complementary strengths to the team and has unique experience that will be called upon during the project.

The SAMES project management team includes professionals with experience in project management and material testing standards and requirements. SAMES' experience in project management is further endorsed through an active General Services Administration (GSA) Federal Supply Schedule (FSS) contract for project management and inspections. The GSA FSS contract was awarded to SAMES in July 2017 and qualified us to provide the federal government with project management services and conduct project inspections on all projects.

SAMES has the proven capability to collaborate effectively and perform seamlessly on a wide array of Project Management projects. SAMES' principal-in-charge, Samuel D. Maldonado, will be the City's Primary Point of Contact and will work closely with Jessica M. Maldonado, VP of Professional Services, and the Project Management team to provide the City of Edinburg with the assurance of project compliance with

budget, schedules, and regulations. The proposed Project Management team is led by Project Manager Mario A. Garcia, PE.

The following are biographical summaries of the Project Team's key personnel followed by full resumes of the project management team and an organizational chart.

Samuel D. Maldonado, PE, RPLS, Principal in Charge is a Licensed Professional Engineer, a Registered Professional Land Surveyor, and experienced Project Manager with over 25 years of experience. Mr. Maldonado's experience includes project management and professional administrative service with respect to scheduling, cost analysis, budget management, and overall contract support on all projects. He manages the design and project of Capital Improvements Infrastructure Projects, Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems, and vertical project projects such as office buildings and facilities. Mr. Maldonado's management experience includes federal, state, county, city, and school district projects.

Jessica M. Maldonado, PE, PMP, CFM, Contract Administrator/Quality Control is a Licensed Professional Engineer, Certified Project Management Professional, and Certified Floodplain Manager with over 16 years of experience in municipal civil engineering, public works project and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has provided complete lead engineering encompassing civil design, site surveying, and project phase improvements to various projects in Hidalgo County. Much of Mrs. Maldonado's career has been associated with the design, contract administration and project management of disaster recovery roadways and storm sewer improvement projects. She is proficient in the preparation of documents required for government funded projects and has ensured funding compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the GLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. Mrs. Maldonado serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Mario A. Garcia, PE, Project Manager is a State of Texas Licensed Professional Engineer with 7 years of experience in Civil Engineering and Project Management. He has extensive experience in conducting feasibility studies and managing projects for multi-family and commercial developments for private and public clients. Mr. Garcia has provided project management and construction administration services for land and site development projects specifically focusing on platting, paving, drainage, and sanitary and water improvements. Additionally, he has managed the design and construction of multiple road improvement projects funded by the State's Community Development Block Grant program which has allowed him to develop a high level of proficiency in regard to state government funding.

Isael Posadas Jr., Assistant Project Manager is a Graduate Engineer with experience in Civil Engineering Design and Construction Management as well as Field Inspections. With a combined 5 years of experience of engineering and drafting, he has dealt with multiple local government entities to design and mange construction of subdivisions, utility improvement projects, and roadway improvements. His recent experience includes design and management of a $1.9 Million detention pond and various street improvement projects where he was lead designer. He has also worked on a variety of drainage improvement projects such as expanding existing ditches and managing their construction. He has designed and managed various subdivisions ranging from new Plats to Replats and worked on designing local parks.

Mr. Posadas' experience with development, design and construction management projects for local governments has provided him with knowledge of a wide range of design standards and regulations for a variety of project scenarios.

Luis Mendez, Assistant Project Manager is an Assistant Project Manager and Project Engineer with over 5 years of experience in computer aided drafting design, civil engineering design and project management. Mr. Mendez provides leadership and direction for the completion of project deliverables, ensuring the work is performed in accordance with the latest codes and regulations and as per applicable entity standards for the State of Texas. He oversees the training of new employees and coordinates and supervises all field and office work associated with surveying and engineering CAD documentation. Mr. Mendez performs Quality Control procedures to ensure work is drafted as required by the Statement of Work and also develops new site layouts for all civil requirements.

Luis B. Hernandez, EIT, Field Engineer/Inspector, is a certified Engineer-in-Training with experience in Civil Engineering Design and Land Development. His project experience includes road assessments, drainage design, utility design, utility coordination, Hydrology and Hydraulics modeling. His most recent projects in land development include residential and commercial/industrial improvements which have allowed him to become well versed in design standards and regulations at municipal and county levels.

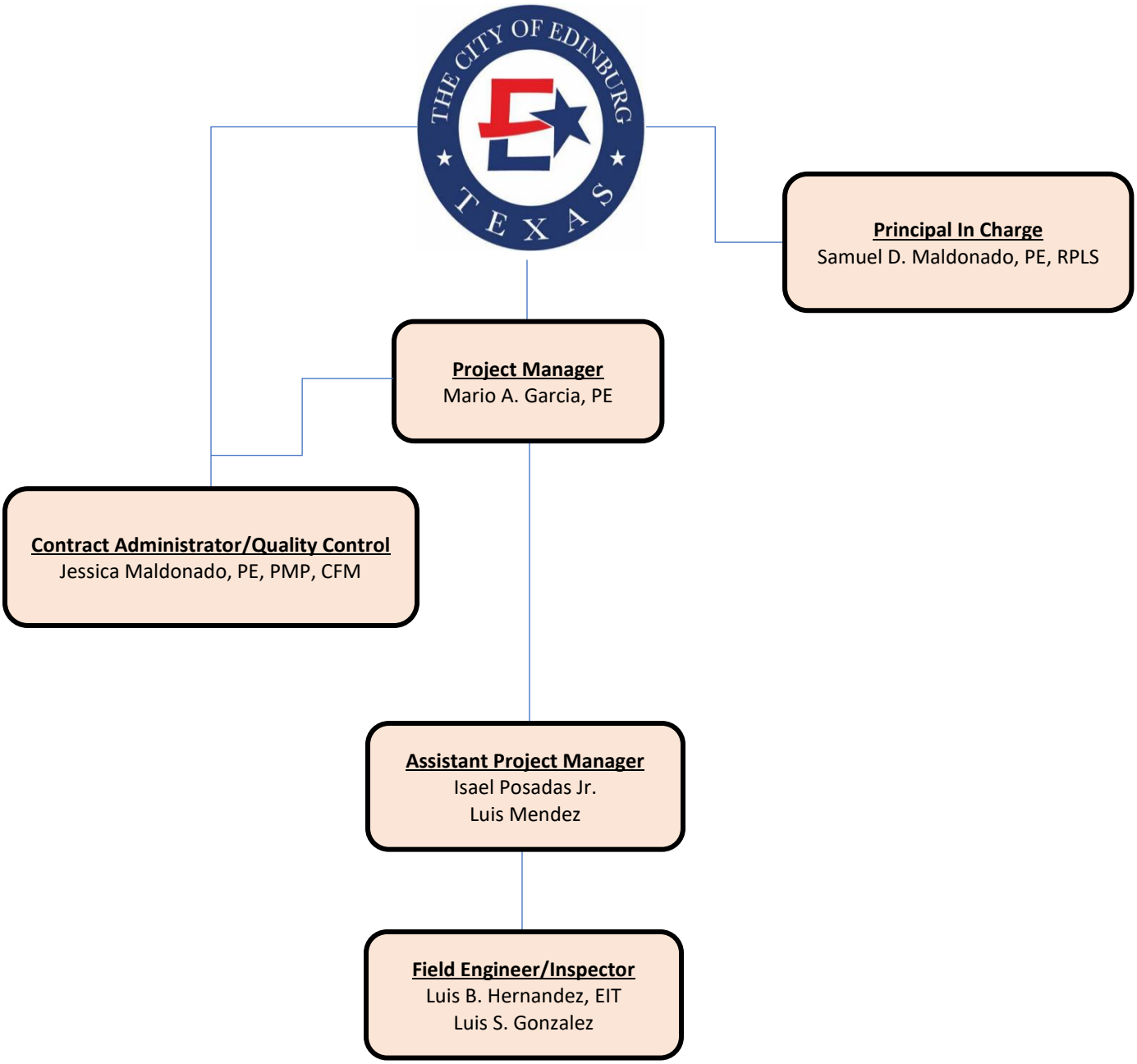
Luis S. Gonzalez, Field Engineer/Inspector, is an experienced graduate Civil Engineer. His current experience includes field operations, construction inspections, engineering drafting design, operation of Geographic Information Systems (GIS) and Construction Administration/ Construction Engineering Inspection. Current and previous projects he has worked on consist of Subdivision Design and inspection of commercial land development.

Resumes

Full resumes for the following individuals can be found in the Appendix section of this Statement of Qualifications.

- Mr. Samuel D. Maldonado, PE, RPLS, Principal in Charge
- Mrs. Jessica Maldonado, PE, PMP, CFM, Contract Administrator/Quality Control
- Mr. Mario A. Garcia, PE, Project Manager
- Mr. Isael Posadas Jr., Assistant Project Manager
- Mr. Luis Mendez, Assistant Project Manager
- Mr. Luis B. Hernandez, EIT, Field Engineer/Inspector
- Mr. Luis S. Gonzalez, Field Engineer/Inspector

Organizational Chart



PROFESSIONAL ENGINEERING LICENSES AND CERTIFICATES



Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Sam Engineering and Surveying, Inc.
SAMES

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-10602

Expiration Date
7/31/2024



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **91889**
Status: **ACTIVE**
Expires: **3/31/2024**

SAMUEL DAVID MALDONADO
Texas Licensed Professional Engineer

Signature



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **111579**
Status: **ACTIVE**
Expires: **3/31/2024**

JESSICA MARIE MALDONADO
Texas Licensed Professional Engineer

Signature



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **137503**
Status: **ACTIVE**
Expires: **12/31/2023**

MARIO ALBERTO GARCIA
Texas Licensed Professional Engineer

Signature

Section II: Previous Experience with the City

CITY OF EDINBURG PROJECTS

City of Edinburg Projects	Project Description	Project Manager	Year Completed	City POC
Schunior Road Detention Pond Project	Topographic surveying, hydraulics and hydrology analysis, design, and preparation of plans, specifications and estimates.	Jessica Maldonado	2023	Mardoqueo Hinojosa, City Engineer
8th Street & McIntyre Intersection Improvements	Design of Street & Drainage Improvements	Sam Maldonado	January 2009	Daniel Tijerina, Former Public Works Director
Chapin Road Sanitary Sewer Line Improvements	Design of 24" Sanitary Sewer line	Jessica Maldonado	February 2016	Tomas Reyna, Assistant Director of Public Works
University Drive Bus Stop & Shelter Improvements	Surveying, design and construction management of Civil Improvements, including site infrastructure	Jessica Maldonado	December 2016	Tomas Reyna, Assistant Director of Public Works
WWTP Clarifier Rehabilitation Project	Design & Bid Procurement of WWTP Improvements	Saul Maldonado	June 2018	Arturo Martinez, Director of Utilities
Municipal Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Apollo Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Memorial Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Fountain Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Municipal Park Splash Pad	Topographic Surveying Services	Sam Maldonado	2019	Mardoqueo Hinojosa, City Engineer
Dr. Diaz Park Splash Pad	Topographic Surveying Services	Sam Maldonado	2019	Mardoqueo Hinojosa, City Engineer
Edinburg School District (ECISD) Projects	**Project Description**	**Project Manager**	**Year Completed**	**ECISD POC**
Cano/Gonzalez Elementary School Gymnasium Addition and Renovation Project	Architectural design services: 4,600 SF existing gym renovation and 1,500 SF of gym addition	Luz Maria Ibarra	In Progress	Heralio Perez, Jr., Project Manager
Travis Elementary School Gymnasium Addition and Renovation Project	Architectural design services: 4,600 SF of existing gym renovation,	Luz Maria Ibarra	In Progress	Heralio Perez, Jr., Project Manager

	1,500 SF of gym addition, and 1,000 SF of gym stage			
Norma Linda Trevino Elementary Site Imp.	Surveying & Design of site improvements	Nadia Lopez	2021	Robert Estrada, AIA
BL Garza Middle School New Visitors Parking and Pavement Reconstruction	Surveying, Design & Construction for a new visitors parking lot and reconstruction of existing pavement.	Jessica Maldonado	2019	Robert Estrada, AIA
New Edinburg High School Off-Site Improvements	Design & Construction of waterline, lift station, paving & drainage improvements	Sam Maldonado	2004	Robert Estrada, AIA
New Edinburg High School On-Site Improvements	Design & Construction of parking lot, driveways and onsite detention & grading improvements	Sam Maldonado	2004	Robert Estrada, AIA
Off-Site Improvements for Anne McGee Elementary	Design & Construction of waterline, paving & drainage improvements	Sam Maldonado	2005	Robert Estrada, AIA
On-Site Improvements for Anne McGee Elementary	Design & Construction of parking lot, driveways and onsite detention improvements	Sam Maldonado	2005	Robert Estrada, AIA
Elementary Parking Lot Improvements - Various Campuses	Design & Construction of parking lot improvements w/ improved drainage systems	Sam Maldonado	2007	Robert Estrada, AIA
Bus Barn - Maintenance Campus	Design & Construction of parking lot improvements including drainage & detention w/ installation of a permanent outfall	Sam Maldonado	2007	Robert Estrada, AIA
Economedes High School Parking Lot Improvements	Redesign of parking lot facilities w/ improved site grading for positive storm runoff to existing drainage system	Jessica Maldonado	August 2012	Robert Estrada, AIA

Section III: Ability to Meet Schedules and Deadlines

Project Approach

SAMES approaches every project with a team philosophy and the full commitment of our professional staff to ensure the complete satisfaction of our clients. We first listen to our client's needs and then match them with budgetary constraints and Board direction to ensure project goals and timelines are met. Due to the nature of this contract and the SAMES' experience with project management and quality control, specifically for local governments, we are confident in our ability to oversee, manage and delivery a highly successful and well-constructed project to the City of Edinburg.

SAMES' project approach as an *overall management policy* is to embed and fully immerse our staff within our projects. This will allow us to fill the "Owner Representative" role and carry out respective responsibilities from a project owner's perspective. Additionally, through experience, we have developed a systematic approach for every project that will help to ensure each budget and schedule milestone is

met, while quality control is maintained through all phases of the projects. Ultimately this will provide a streamlined management system that will allow us to maximize funding allotted to the City's projects and meet their needs.

Scheduling

The priority objective for the success of each project is for the management team to provide clear leadership and direction to the team personnel to ensure achievement of the project's scheduled milestones with safe, quality production. Execution of most projects is schedule driven and cost effective, and the SAMES team is committed to executing City of Edinburg projects with this objective as key priority. SAMES will ensure a project schedule is developed that includes key project milestones, and detailed tasks sufficient to monitor project progress, and to identify potential delays and discrepancies where a "work around plan" may be required.

Managing Contracted Work

SAMES' experience in working at various federal facilities overseeing numerous contractors has allowed us to develop an internal system for the management of quality work. Our program manager and project manager are responsible for overall progress. They ensure an open line of communication and coordinate between the owner, design team and the contractor.

Before construction begins, a preconstruction meeting is held to discuss budget and schedules milestones, progress reporting, invoicing, and relevant logistical details. Care is given to ensure that all contractors are aware of any site-specific safety and environmental requirements along with contractual requirements of the project. SAMES will ensure the contractor is fully prepared to commence construction in line with the established progress schedule.

SAMES' management team will meet regularly with the contractor to review progress/upcoming work requirements and preemptively coordinate any special requirements in accordance with the target milestone schedule. If necessary, SAMES will assist in coordinating sequential and concurrent work to ensure that affected/related work scopes are completed successfully and without any disruption to the overall schedule. Weekly progress meetings with all project participants will be held, so that all parties are aware of and operate according to approved project schedule and conditions in the field.

Quality Control

To ensure quality control throughout the life of the project SAMES will hold regular project meetings. An open line of communication will be maintained between the project manager, project owner and design team to discuss any unforeseen developments and address any issues that may arise during construction. Project notices and reports documenting progress will be submitted routinely to the City of Edinburg thereby always ensuring owner involvement.

A Quality Control (QC) Plan is a Project Manager's system to manage, control and document all work activities to comply with contract requirements while adhering to local policies and regulations. The SAMES QC System covers on-site and off-site work and shall be keyed to the work sequence and the project schedule. No work or testing may be performed unless the Field Inspector is present at the work site. The primary emphasis of the QC System is on controlling the work to prevent quality issues, rather than inspection to discover problems after they occur. The QC System, including the *Three Phases of Control*, is the baseline program that we will use to control the quality of the work. The *Three Phases of Control* include Preparatory, Initial and Follow Up tasks that form the backbone of our Quality Control System. Significant control and inspection of the work, as well as documentation that the work meets the requirements of the contract, is required of the Project Manager under the QC System. Once contracted

SAMES will create a project specific Quality Control System that will aid in preventing errors and ensuring a quality project is constructed and delivered in accordance with all contract documents and local, state, and federal standards.

Federal/State/Local Regulations & Policies

Many of the projects SAMES has successfully completed have touched every level of government. Local, state and federally funded projects have presented our professionals with valuable insight and suitable knowledge of multiple agency's regulations, policies, and procedures. Some of these contracts have included capital infrastructure improvements funded by multiple agencies such as the Texas Water Development Board, the North American Development Bank, the Environmental Protection Agency, Texas General Land Office, U.S. Department of Agriculture, and the U.S. Economic Development Agency.

SAMES intends to approach local, state, and federal regulations and policies for respective City of Edinburg projects through an intricate understanding of current legislation that directly affects infrastructure development. SAMES will work to identify specific needs, permits, and requirements of the local, state, and federal government at the onset of a project. This approach will allow us to identify necessary requirements that commonly cause delays and pitfalls during a project.

Familiarity with the Local Geographical Area

SAMES' office location will allow us to directly serve the city with professional support services "close to home". SAMES intimately understands the local geographical area and can identify with its people, appreciate its resources, and meet its needs. The ability of a professional services firm to comprehend the demographic and geographic distinction of the area provides added value to its clients and to its professional endeavors. As such, SAMES will be able to adequately access the area's existing resources, identify any problems in a timely manner, and recommend opportune solutions. As projects and deliverables are identified and executed, staff will be at the SAMES McAllen office ready to provide adequate accessibility, communication, and availability to the City of Edinburg.

Section IV: Stability and References

Proposed Team Members: Past Projects with City of Edinburg

SAMES has completed multiple projects involving surveying, design, and project / construction management for local cities, counties, utility districts and educational institutions. Additionally, our professionals have completed numerous projects for the City of Edinburg. Below please find a list of City projects managed by proposed team members.

- Jessica M. Maldonado
    - Project Manager for:
        - Schunior Regional Detention Pond
        - Chapin Road Sanitary Sewer Improvements
        - University Drive Bus Stop and Shelter Improvements
- Samuel D. Maldonado
    - Project Manager for:
        - 8th Street and McIntyre Intersection Improvements
        - WWTP Clarifier Rehabilitation Project
        - Topographic Surveying for Municipal Park, Apollo Park, Memorial Park, Memorial Park, Fountain Park, Municipal Park Splash Pad, Dr. Diaz Park Splash Pad

Reference Projects

SAMES has recently provided project management services to various local government agencies. Below please find three (3) projects along with reference information for work successfully completed by SAMES' project management team.

San Juan 2021/2022 CDBG Street Improvements Project (Alfredo St., Jaime St., N. Standard Ave., W. 12th St., Loma Vista St., Loma Verde St. and Loma Linda Street) #5021-75-0311-5000-7500-UCP-EP

Contract Dates: 05/03/2022 – 12/23/2022 **Contract Value:** $646K

Client: City of San Juan
Ben Arjona, City Manager
512 S. Nebraska Ave., San Juan, TX 78589
(956) 223-2200

This project was funded by the Texas Community Development Block Grant program and involved professional surveying, engineering, and project management services for street improvements to Alfredo Street, Jaime Street, N. Standard Avenue, W. 12th Street, Loma Vista Street, Loma Verde Street, and Loma Linda Street in San Juan, Texas. SAMES provided topographic surveying and survey related services for design requirements and easement/right of way identification and coordinated with existing utility provided prior to submitting the schematic design to Hidalgo County Urban County Program for approval. During the design phase, the team coordinated with the geotechnical engineering firm for completion of bore and subsurface soil investigations. All information gathered was incorporated into the design of the street improvements and submitted at 60% and 100% completion to UCP for review, comments, and approval. SAMES prepared projects specifications, construction plans and related bid documents to assist with the bid procurement phase. Once the project was awarded, SAMES provided project/construction management services which included periodic site visits, progress reporting, review and approval of material submittals, contractor requests for information, change order requests, contractor payment applications, and frequent/routine meetings to discuss scope, schedule, and budget milestones. At substantial completion SAMES performed a final walk-thru / inspection of the project with the contractor, the City of San Juan, and Hidalgo County. A punch list was created with final details the contracted needed to address prior to preparation and submittal of final close-out documents including project as-builts.

*A reference / recommendation letter from the City of San Juan is included at the end of **THIS** section.*

Mid Valley International Industrial Park

Contract date: In Progress **Contract Value:** $16.8M

Client: Weslaco Economic Development Corporation
Steve Valdez, Executive Director
3275 S. Kansas Ave., Weslaco, TX 78596
(956) 968-0838



SAMES was contracted to provide professional surveying, development, engineering and project management services for the proposed subdivision of a 161.8-acre tract of land located at the northeast intersection of FM 1015 & Mile 9 near Weslaco, Texas.

The tract was subdivided into two (2) phases: Phase I (93.13 acres) and Phase II (68.67 acres) to be used for the development of industrial and commercial use. The intent is to organize the subdivision with a commercial zone for retail stores along FM 1015 with an industrial zone located to the east. The scope of work consists of master planning and architectural renderings, comprehensive surveying services including (but not limited to) boundary and field topographic surveys, utility locates, and title reports for documentation of all easements on site. Development includes preparation and filling of annexation documents, rezoning applications, variance applications, drainage reports, submittal of preliminary plats, utility and drainage layouts, easement acquisitions, and submittal for approval through the City of Weslaco's Planning & Zoning Department and the City Council. SAMES' project manager performed utility coordination and coordination with other entities for applicable utility reimbursement agreements. Civil engineering pre-design services for public improvement consisted of Phase I Environmental Site Assessment for Phase I and Phase II, a geotechnical soil survey, traffic impact analysis, preliminary hydrologic and hydraulic analysis, development of conceptual master plan, a preliminary site plan and coordination with applicable agencies and entities. Civil engineering design phase services included schematic design (30%) for on-site public improvements and off-site improvements (if needed), development design (60%), project design (90%), utility coordination, preparation of probable project cost estimate, QA/QC procedures, permitting and submittal of final project plans for approval by the City of Weslaco. All services will follow the State of Texas and City of Weslaco Planning & Zoning Standards. SAMES project managers are currently providing construction management services which include periodic site visits, progress reporting, review and approval of material submittals, contractor requests for information, change order requests, and contractor payment applications.

*A reference / recommendation letter from Weslaco E.D.C. is included at the end of **THIS** section.*

Ware Road Utility Relocation Project, Mile 3 Road to Mile 5 Road, TxDOT CSJ: 2094-01-038 Roadway Expansion

Contract Date: 08/19/2015 – 10/29/2019 **Contract Value:** $1.7 Million

Client: City of McAllen
Carlos Gonzalez, PE, Utility Engineer
1300 Houston Ave., McAllen, TX 78501
(956) 681-1777



SAMES was contracted by McAllen Public Utility (MPU) to provide engineering design, consulting and surveying services for utility relocation projects funded by the Texas Department of Transportation. Surveying scope of work included (1) topographic surveying of natural ground, existing utilities, existing infrastructure, manholes, roadway, curbs, storm sewer system, property corners/boundaries, monuments, and right-of-way; (2) waterline subsurface locate by pot hole; (3) field locate of sanitary sewer services; engineering design services included water and sanitary sewer relocation design to accommodate the new roadwork design; established project controls based on TxDOT project benchmarks; coordinated with TxDOT to avoid potential utility relocated conflicts; prepared approved project plans and project specifications all in accordance with TxDOT standards and MPU requirements; prepared project estimate and review submittals for TxDOT and MPU to review and approve; provided support documentation required for the Advance Funding Agreement (AFA) and Standard Utility Agreement (SUA); attended MPU board meetings, and utility coordination and review meetings.

*A reference / recommendation letter from the City of McAllen is included at the end of **THIS** section.*

Reference Letters

CITY OF SAN JUAN TEXAS

Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

March 20, 2023

RE: Letter of Reference

To Whom It May Concern:
This letter is being provided as a reference for SAMES, Inc., a professional engineering and surveying services firm. The SAMES team was selected to be on the City Pool of Engineers to provide Professional Engineering Services for anticipated city infrastructure and development projects. The qualifications and experience that they have established over a decade in business, speaks to their collaborative project approach as seen across various ongoing projects within the City to date.
The SAMES team is diverse with a wide range of experiences to assist with projects such as subdivision reviews and public improvement inspections, site civil design, and water/sewer line improvement projects. I look forward to continuing to work with SAMES, Inc.
Should additional information be required you may contact me at barjona@sjtx.us, or at (956)222-2208.

Sincerely,

Benjamin Arjona, City Manager

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

EDC WESLACO

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

March 20, 2023

RE: Letter of Reference

To Whom It May Concern:

Please accept this as a letter of reference for SAMES, Inc., a professional services firm that is currently providing the Weslaco Economic Development Corporation with professional civil engineering, surveying and construction inspection services related to the development of the Mid-Valley Industrial Park in Weslaco.

With their knowledge of the project area and project development requirements the SAMES team has the understanding required to assist the City with the sanitary sewer system and lift station improvements urgently needed for the continued development of this area.

Over their 15 years in business, the SAMES team has been able to establish working relationships with city, county and private entities across the Rio Grande Valley by providing professional services focused on teamwork and the end goal in mind.

Should you have additional questions or wish to discuss SAMES, Inc. in further detail, you may contact me at 956-969-0838.

Sincerely,

Steven M. Valdez
Executive Director, EDC

CITY OF McALLEN

JAVIER VILLALOBOS, Mayor
JOAQUIN "J.J." ZAMORA, Mayor Pro Tem & Commissioner District 2
TONY AGUIRRE, JR., Commissioner District 1
J. OMAR QUINTANILLA, Commissioner District 3
RODOLFO "RUDY" CASTILLO, Commissioner District 4
VICTOR "SEBY" HADDAD, Commissioner District 5
PEPE CABEZA DE VACA, Commissioner District 6

ROEL "ROY" RODRIGUEZ, P.E., City Manager

March 22, 2023

RE: Letter of Reference

To Whom It May Concern:

SAMES, Inc. is a professional services firm that has provided the City of McAllen with professional civil engineering and surveying services for various types of projects since 2008.

With their vast experience and qualifications within the Engineering and Surveying services purview, they have been included numerous times in both our Engineering and Surveying services pools.

The SAMES team uses a proactive project management approach that has produced great working relationship across various city departments. They have also been easy to work with to overcome project challenges and are a true extension of the City staff.

Please accept this as a letter of reference for SAMES, Inc. Should you have additional questions or wish to discuss our business relationship with SAMES, Inc. in further detail, my contact information follows.

Thank you,

Eduardo Medoza, PE
City Engineer
City of McAllen
956-681-1151
edmendoza@mcallen.net

P. O. BOX 220 · McALLEN, TEXAS 78505-0220 · (956) 681-1000 · FAX (956) 681-1010 · www.mcallen.net

Section V: Capacity to Perform

SAMES maintains an up-to-date registration with the Texas Board of Professional Engineers and Land Surveyors for all our licensed / registered Professionals, and for the Firm. We carry **Professional Liability Insurance** in the amount of $3,000,000, Commercial General Liability, Workers Compensation, and meet all County/State Insurance requirements. A sample certificate of insurance demonstrating current coverage amounts and policies has been included in the Appendix of this Statement of Qualifications.

SAMES has read the **Professional Services Agreement** Included with the City of Edinburg's Request for Qualifications and take no exceptions to it. We meet all contractual requirements, including insurance requirements and, if selected, SAMES will enter into such an agreement with the City.

Contact Information

Samuel D. Maldonado, Principal/C.E.O.
200 2. 10th Street, Suite 1500, McAllen, TX 78501
P: (956) 702-8880
M: (956) 207-7130
sam@samengineering-surveying.com

Jessica M. Maldonado, VP of Professional Services
200 2. 10th Street, Suite 1500, McAllen, TX 78501
P: (956) 702-8880
M: (956) 393-9190
jessica@samengineering-surveying.com

Supplier Diversity

SAMES is a minority owned HUBZone firm certified through the U.S. Small Business Administration. We are also a State of Texas Historically Underutilized Business (HUB) and a Disadvantaged Business Enterprise (DBE) certified through the Texas Department of Transportation (TxDOT) and the Texas Unified Certification Program (TUCP). TUCP certifies businesses for the Federal Disadvantaged Enterprise Program. As such, SAMES can meet 100% of the DBE/HUB goal set for ANY project. However, should any scope of the project call for a support discipline not provided by SAMES, we are committed and will fully comply with the State of Texas' DBE/HUB program.



Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: 1262941288800
File/Vendor Number: 059680
Approval Date: 11-FEB-2021
Scheduled Expiration Date: 11-FEB-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SAMES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 12-FEB-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



Texas Department of Transportation

Texas Unified Certification Program

TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

SAMES, INC. (VN 23559)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

Affirmative Action Program

SAMES, Inc. follows Affirmative Action to establish fair access to employment opportunities under Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973.

SAMES complies with all applicable laws regarding Affirmative Action and Equal Employment Opportunity in all its activities, programs, and/or employment practices and does not discriminate against anyone due to age, creed, color, disability, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, military/veteran status, genetic information, citizenship, or any other characteristic or status protected by federal, state, or local laws.

Commitment and Ability to Commence Services

SAMES approaches every project with a team philosophy and the full commitment of our professional staff to ensure the complete satisfaction of our clients. Providing quality professional engineering services is of utmost importance to SAMES. As with all its projects, SAMES does not pursue an opportunity unless we know we can accomplish all program objectives and deliver a quality product on time and within budget. Furthermore, we recognize the aggressive timelines associated with the completion of city projects. SAMES has a flexible staffing plan which allows our professionals with cross-discipline capabilities to perform dual roles during times of sickness, personal leave, or increased workloads. As a result of our staffing plan, SAMES does not anticipate any problems meeting the time constraints for completion of project tasks while completing other prior committed workloads. SAMES is fully committed to providing the best quality of service to The City of Edinburg and will be able to commence services immediately upon successful negotiation of a contract.

APPENDIX

Resumes/Insurance/City of Edinburg Forms

Samuel D. Maldonado, PE, RPLS

Principal In Charge

Education:

- M.B.A., University of Texas – Rio Grande Valley (2017)
- B.S., Civil Engineering, Texas A&M University - Kingsville (1997)

Registrations/Certifications:

- Professional Engineer, Texas: No. 91889
- Registered Professional Land Surveyor, Texas: No. 6027

TxDOT Pre-certifications:

- 3.2.1 Route Studies & Schematic Design
- 4.2.1 Roadway Design
- 8.1.1 Signing, Pavement Marking, and Channelization
- 10.1.1 Hydrologic Studies
- 10.2.1 Roadway Hydraulic Design
- 11.1.1 Roadway Construction Management and Inspection
- 15.1.1 Right of Way Surveys
- 15.2.1 Design Survey
- 15.2.2 Construction Survey
- 15.3.5 Horizontal and Vertical Control
- 17.5.1 Civil Engineering
- 18.2.1 Subsurface Utility Engineering

SAMUEL D. MALDONADO, PE, RPLS is a Licensed Professional Engineer and Registered Professional Land Surveyor with over 20 years of experience in the engineering and construction industry. His career began with the design and management of Heavy Civil Construction, Bulk Materials Logistics, and Conveyor Engineering at the Corpus Christi Ship Channel. He has managed teams conducting both design and construction of Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems and has provided Construction Management for both vertical and horizontal construction projects in both the public and private sectors. His management experience includes leading both professional and technical engineering staff, as well as Program Management for Capital Improvement Projects.

Project Experience:

Escobares TxGLO Flood and Drainage Improvements – Roma, Texas

- Provided project management, topographical surveying, grant application assistance, hydrology analysis & hydraulic engineering design services for the design and installation of a new storm drain system funded by the Texas General Land Office's Disaster Recovery Program.
- Obtained all required permits and provided contract administration including all required progress and funding reports.
- Served as the primary point of contact and coordinated all parties involved including the City, County, existing utility providers and construction contractors.

2018 Bond Project Schunior Regional Detention Pond – Edinburg, Texas

- Provided design oversight and project management services for the design of a new lateral detention system (appx. 900 acres).

- Oversaw the preparation of a detailed study and utilized hydrologic and hydraulic calculations to finalize the engineering design of the new storm drain system, including modeling of system utilities which included conveyance design of 10 and 25-year options while detention volumes included 25 and 50-year options.

Starr County BCAP Rnd III, Street and Drainage Improvements - Athens Road – Roma, Texas

- Provided surveying, grant application assistance, hydraulic & hydrologic calculations to ensure storm drain design, and project management services for the design of a new two-lane roadway including curb and gutter, new storm drain system and utility relocation design for several utilities that required adjustment.
- Followed AASHTO guidelines for vertical curves due to the steep terrain in this area of Starr County.
- Primary point of contact and coordinated with all parties involved including existing utility providers, the City of Roma, and the Starr County grant coordinator.

Pharr Port of Entry Refrigerated Cold Storage Facility – Pharr, Texas

- Provided surveying, design and construction management for the design and construction of a 3,000 SF facility building at the Pharr Port of Entry.
- Oversaw government reporting requirements and ensured regulatory compliance.
- Coordinated with multiple agencies and served as the primary point of contact for the General Services Administration.

New Hidalgo County Courthouse – Edinburg, Texas

- Provided project benchmarks, and construction staking of building corners, building piers, water and sewer lines, storm drain lines, site infrastructure and other utility improvements.
- Surveying services were provided in multiple phases to allow for minimum disturbance to ongoing construction work.

Edinburg Hospital ALTA Survey – Edinburg, Texas

- Provided topographic surveying services and subsurface utility locations of the 40-acre site to provide accurate field date for the proposed design of a new hospital tower.
- Topographic survey included existing site parking lots, sidewalks, curb and gutter, building, landscaping, HVAC systems, irrigation systems, island, building canopies, drainage ditch flowlines and natural ground elevations.
- Coordinated with private utility providers, hospital engineering department and city utility departments to obtain the most accurate utility field information.

Port of Brownsville SH 48 Utility Corridor Boundary Survey – Brownsville, Texas

- Provided boundary surveying services for a 7.5-mile easement corridor along State Highway 48, the contract was later amended to include an additional 1.5 miles to the scope of work.
- The survey included control panels for aerial flight, the setting of control monuments and iron rods, and a descriptive exhibit of the metes and bounds for the project area.
- Coordinated with existing utility companies, the Port of Brownsville and TxDOT during performance of the surveys.

Crestmont Utility Public Improvements – Corpus Christi, Texas

- Design and installation of public utility improvements for a new commercial plaza, including water and sanitary sewer lines, boring and excavation, trench and shoring protection, and traffic control.
- Coordinated in-house labor crew as well as subcontractors to ensure project was delivered in accordance with design and approved plans.

Jessica M. Maldonado PE, PMP, CFM

Contract Administrator/Quality Control

Education:

- M.B.A., University of Texas at Rio Grande Valley (2018)
- B.S., Civil Engineering, Texas A&M University – College Station (2005)

Registrations/Certifications:

- Professional Engineer, Texas No. 111579
- Project Management Professional, Texas No. 2077158
- Certified Floodplain Manager, Texas No. 3995-21N

TxDOT Pre-certifications:

- 17.5.1 Civil Engineering
- 18.3.1 Utility Adjustment Coordination

JESSICA M. MALDONADO, PE, PMP, CFM is a Licensed Professional Engineer, Certified Project Management Professional, and Certified Floodplain Manager with over 17 years of experience in municipal civil engineering, public works construction and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has provided complete lead engineering encompassing civil design, site surveying, and construction phase improvements to various projects in Hidalgo County. Much of Mrs. Maldonado's career has been associated with the design, contract administration and construction management of disaster recovery roadways and storm sewer improvement projects. She is proficient in the preparation of documents required for government funded projects and has ensured funding compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the TxGLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. Mrs. Maldonado serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Project Experience:

Ware Road Utility Relocation Project, TxDOT CSJ: 2094-01-038 Roadway Expansion – McAllen, Texas

- Oversaw the design and provided project management of the PS&E utility relocation package which included the waterline and sanitary sewer line improvements.
- Assisted McAllen Public Utility (MPU) with compensable utility support documentation required for the Advance Funding Agreement and Standard Utility Agreement.
- Provided project estimates and review submittals for TxDOT and MPU to review and approve.
- Oversaw the preparation of construction approved plans and specifications in accordance with TxDOT standards and MPU requirements.
- Performed TxDOT utility coordination to avoid conflicts during construction and provided responses to all contractor requests for information.
- Prepared final as-built drawings and submitted them to MPU and TxDOT.

Hidalgo County BCAP Fresno Street Roadway & Drainage Improvements – San Juan, Texas

- Provided engineering design, contract administration and construction management for this road and drainage improvement project funded by TxDOT's Border Colonia Access Program.
- Prepared all required forms and reports and ensured compliance with TxDOT program regulations.
- Oversaw the survey and CAD departments, providing direction and management when needed.
- Primary point of contact for Hidalgo County.

Sam Houston Boulevard Widening – Pharr, Texas

- Provided design management for the roadway and drainage improvements, as well as the adjustment of waterline and sanitary sewer lines.
- Completed the environmental study for TxDOT funding regulations.
- Provided utility coordination and construction oversight for the relocation of existing utilities located along the proposed route for expansion.

FEMA Roadway Reconstruction Project – Hidalgo County, Texas

- Oversaw the design and construction of road and drainage improvements to various streets within Hidalgo County.
- Provided contract administration services and coordinated with the County to ensure FEMA funding compliance.

Paving and Drainage Improvements to Mile 14½ - Hidalgo County, Texas

- Provided design, project management and contract administration services for the reconstruction of appx. 2 miles of roadwork along Mile 14½ Road.
- Coordinated with and served as Primary point of contract for Hidalgo County.

Hidalgo County Pct. 2 BCAP Rnd III Road and Drainage Improvements – Hidalgo County, Texas

- Provided design and contract administration for road and drainage improvements to two (2) subdivisions.
- Project was funded by TxDOT's Border Colonia Access Program Third Call of Proposition Three funding and so improvements were developed in accordance with TxDOT design standards, guidelines and regulations.

TxGLO 2015 Floods Grant Stormwater Relief Project Ph. II – Alamo & Edinburg, Texas

- Provided contract administration and construction management services for the design and installation of a new storm sewer system that included drainage swales, roadside ditches, inlets, and pipe networks ultimately flowing into an existing drainage ditch owned by Hidalgo County Drainage District #1.
- Prepared and submitted grant application and obtained all required permits.
- Coordinated with the GLO and County to ensure funding and schedule compliance during design and construction.

TxGLO Downtown Drainage Improvements Project – Pharr, Texas

- Provided design and construction administration for installation of a 2.5-mile storm collection system in downtown Pharr.
- Obtained all required permits (UPRR utility encroachment, TxDOT utility crossing, HCDD #1 discharge permit)
- Reviewed and submitted payroll logs, contractor invoicing and all documentation required for funding compliance.

Hidalgo County Pct. 1 TxGLO Flood and Drainage Improvements – Hidalgo County, Texas

- Provided contract administration services and oversaw the design and construction of a new storm drain network, consisting of over 4,000 LF of 36-inch and 48-inch steel polymer coated storm pipe and a 1,250 linear foot long by 130-foot-wide ditch excavation.
- Obtained all required permits, prepared and submitted all funding reports and provided quality assurance during construction.
- Coordinated with the Texas General Land Office and ensured compliance with their program funding requirements.

Hidalgo County Regional Mobility Authority (HCRMA) Surveying Services IBTC 0010 HCRMA

- Provided project management services for the topographic surveying and right-of-way mapping of FM 493 in Donna, Texas, which included approximately 105 parcel plats with metes and bounds descriptions.

Kleberg County CDBG Water and Sewer Improvements – Kleberg County, Texas

- Provided design and construction management for the installation of 9,400 LF of waterline, water services, fire hydrants and gravity sewer collection system.
- Coordinated with TxCDBG and TxDOT to ensure compliance w/ funding & permitting regulations.
- Prepared a financial/budget analysis of the project for Kleberg County authorities.

Duval County CDBG Water and Sewer Improvements – Duval County, Texas

- Provided design and construction management for the installation of 14,000 LF of waterline and 1,800 LF of sanitary sewer line, which included services, fire hydrants, and yard service lines.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.

Mario A. Garcia, PE

Project Manager

Education:

- B.S., Civil Engineering, University of Texas – Pan American (2015)

Registrations/Certifications:

- Professional Engineer, Texas: No. 137503

MARIO A. GARCIA, PE is a Licensed Professional Engineer with 7 years of experience in Civil Engineering and Project Management. He has extensive experience in conducting feasibility studies and managing projects for multi-family and commercial developments for private and public clients. Mr. Garcia has provided project management and construction administration services for land and site development projects specifically focusing on platting, paving, drainage, and sanitary and water improvements. Additionally, he has managed the design and construction of multiple road improvement projects funded by the State's Community Development Block Grant program which has allowed him to develop a high level of proficiency in regard to state government funding.

Project Experience:

2021/2022 La Joya Street Improvements – San Juan, TX

- Managed the production of 2,000 linear feet of required street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds.

2021/2022 San Juan Street Improvements – San Juan, TX

- Managed the production of seven (7) streets requiring street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds.

City of Rio Grande City Street Improvements Project – Rio Grande City, TX

- Manage the production of two (2) streets with a total of 2,800 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Escobares Street Improvements Project – Escobares, TX

- Manage the production of three (3) streets requiring street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Roma Street Improvements Project – Roma, TX

- Manage the production of two (2) streets with a total of 1,100 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

Hidalgo County Drainage District No. 1 - FM 493 & County Rd (Project 12 Phase II)

- Manage and coordinated the approval of final design for the upgrade of an existing storm drain system and installation of a new story drain system for the neighborhoods located between South River Road and surrounding the Chaparral Drain in Donna, TX.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Oversaw construction administration services including construction site visits and administration of contract documents for payment applications, requests for information and material submittals.

Previous Employment:

WGI – Engineer (2019-2021)

- Manage client deliverables and schedule for project team to meet required deadlines.
- Manage sub-consultant contracts, deliverables, and project coordination for permitting and construction project tasks.
- Manage Due Diligence, Construction Documents and Construction administration for Land Development projects focused on Paving Drainage, Sanitary and Waterline design in Texas and Arizona.
- Prepared preliminary and final drainage, sanitary and water design reports to backup proposed utility design for multi-family and commercial developments.
- Prepared drainage models in HEC-HMS for existing versus post conditions analysis and StormCAD for storm sewer sizing and hydraulic calculations. Additionally, spreadsheet calculations were also prepared on much more day-to-day basis.
- Prepare project base files in Civil3D for project construction document preparation.
- Review and cleanup surveys and survey information provided for project to ensure accurate information is being shown.

WGI – Planner (2018-2019)

- Manage development of conceptual designs for new projects through Construction Documents.
- Coordinate with Structural/Architectural services to ensure optimum Level of Service design criteria is being utilized.
- Develop technical and performance specifications for projects for materials and equipment required on project and indicated on Project drawings.

- Review and assess contractor bids to ensure they match construction drawings and specifications for the project to ensure scope was being met and proper materials and equipment were accurately priced.
- Perform various calculations such as Peak Parking Occupancy, Parking Supply and Demand Analysis, Equipment Throughput Analysis, Lane Capacity Analysis, Peak Time Ingress/Egress Analysis, Walking Distance Analysis.

Isael Posadas Jr.

Assistant Project Manager

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley - 2020

ISAEL POSADAS JR is Graduate Engineer with experience in Civil Engineering Design and Construction Management as well as Field Inspections. With a combined 5 years of experience of engineering and drafting, he has dealt with multiple local government entities to design and manage construction of private and commercial subdivisions, utility improvements and roadway improvement projects. His recent experiences include design and management of a $1.9 Million detention pond and various street improvement projects where he was lead designer. He has also worked on a variety of drainage improvement projects such as expanding existing ditches and managing their construction. He has designed and managed various subdivisions ranging from new Plats to Replats and worked on designing local parks. Mr. Posadas' experience with development, design and construction management projects for local governments has provided him with knowledge on a wide range of design standards and regulations for a variety of project scenarios.

Project Experience:

2022 San Juan Street Improvements – San Juan, TX

- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG grant money.
- Created preliminary cost analysis of project based on site visits.
- Designed the improvements and repairs of 7 asphalt roads.
- Created construction cost estimates and construction plan set.

2022 La Joya Street Improvements – San Juan, TX

- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG grant money.
- Created preliminary cost analysis of project based on site visits.
- Designed the improvement of about half of a mile.
- Created construction cost estimates and completed construction plan set.

Hidalgo County Irrigation District No. 1 Admin Improvements – Hidalgo County, TX

- Designed utility improvements, asphalt improvements/repairs, drainage improvements, and miscellaneous items to improve admin office.
- Coordinated with contractor and vendors on behalf of owner, reviewed submittals and construction documents.
- Assisted in creation of bid documents and bid forms.
- Weekly site visits and reports of progress of construction and conflict resolution as they appeared.
- Conducted Bi-weekly meetings with owner and contractor.

Robert Vela High School Parking Lot Improvements – Edinburg, TX

- Conducted site visit to determine items needing repairs such as asphalt, curb and gutter, and drainage.
- Assisted in creation of construction plans and construction costs.
- Assisted project manager in review of submittals and constructions documents.

Luis Mendez

Assistant Project Manager

Education:

- A.A.S., Engineering and Technology, South Texas College (2018)
- Certificate of Applied Science, Architectural and Civil Engineering Technology, South Texas College (2017)

Licenses / Certifications:

- TSPS Survey Math 301 (2020)
- TSPS Survey Math 401 (2020)
- TSPS Survey Procedure for Construction Layout (2020)
- TSPS Subdivision Plats: Requirements, Best Practices & Exemptions (2020)

LUIS MENDEZ is an Assistant Project Engineer and senior CAD technician with over 5 years of experience in computer aided drafting design and civil engineering design. As an Assistant Project Engineer Mr. Mendez provides leadership and direction for the completion of project deliverables. He oversees the training of new employees and provides quality assurance for all surveying and engineering projects he works on by ensuring the work is performed in accordance with the latest codes and regulations as per different entity standards for the State of Texas. Mr. Mendez coordinates and supervises all field and office work associated with surveying and engineering CAD documentation. He performs Quality Control procedures to ensure work is drafted as required by the Statement of Work. Mr. Mendez carefully delineates the boundaries of land or property using on-site surveys and records found in land offices, to write the legal descriptions of various parcels. He also develops new site layouts for all civil requirements.

Project Experience:

Sunset Breeze at Laguna Vista Subdivision, Laguna Vista, Cameron County, Texas

Assistant project engineer, coordinating in the process of the plan development. managed in design with rules and regulations of all entities meeting requirements. Assist engineer in planning and construction plan management. The proposed project is an infill residential and commercial development, located within the City of Laguna Vista near the existing Urban Growth Boundary. The site consists of 56-acre tract with existing city services.

Glazers Beer and Beverage Site Civil – Weslaco, Hidalgo County, Texas

Assistant project engineer, in the drafting design and production of engineering construction plans sheet set as per the Architectural plans given from the client, designing from modeling the grading plan for the parking lot to design the utilities layout plan and profiles along with the proposed surface. Project consisted in a 20-acre tract of land been developed in to a new main ware house distribution area for the south of the RGV.

Northwest Blueline Hibiscus Drainage Improvements (Drainage Utility Project) – McAllen, Texas

The project scope included surveying and design of drainage improvements including hydraulic calculations to ensure the accuracy of the design. Coordinated necessary surveys of existing rights-of-way, topography,

utilities, and other field data required for design. Provided Design Plans, Specifications and Estimate in accordance with City of McAllen Standards. Provided As-built record drawings.

Jackson Road Medical Ridge Plaza– Pharr, Hidalgo County, Texas

Managed the drafting design. Produced engineering construction plans sheet set as per the Architectural plans given from the client, designing from modeling the grading plan for the parking lot to design the utilities layout plan and profiles along with the proposed surface. Consisted of a 10-acre tract been developed into in a commercial plaza.

Bond Project 13 – Hidalgo County Irrigation District No. 2, Hidalgo County, Texas

Managed the drafting engineering design of a drainage canal expansion consisting of a 6,000 LF x 260 LF ditch. Produced construction plans sheet set as per the required drainage volume given, designing from modeling the canal's existing volume vs the total volume expansion plan and profiles along with the proposed surface. Created a flood map for the future developed area.

Bond Project 12 – Hidalgo County Irrigation District No. 2, Hidalgo County, Texas

Managed the drafting design of a drainage canal expansion consisting of a 5,000 LF x 200 LF ditch. Produced construction plans sheet set as per the required drainage volume given, designing from modeling the canal's existing volume vs the total volume expansion plan and profiles along with the proposed surface. Created a flood map for the future developed area.

H.C.R.M.A. Setting Control Monuments – Hidalgo County, Texas

Managed the setting of control monuments for SH 365 between the limits of 10th Street to Union Pacific Railroad crossing. Coordinated and supervised the surveying of each benchmark using GPS TRK "Control Observation" procedures for horizontal value, surveying each benchmark using 3-wire leveling procedures for vertical value and prepared the Overall Map & Control Sheets to be included in the final ROW map.

F.M. 493 R.O.W. Acquisition – Donna, Texas

Oversaw the performance of all required field and office work for the preparation of parcel plats with metes and bounds descriptions for 125 properties.

E.C.I.S.D. B.L. Garza Middle School – Edinburg, Texas

Created new engineering design layout for a visitors parking lot area which renovated the existing parking area and included a drainage pond to aid in the prevention of future flooding. The new layout included design of a new entrance canopy and student drop off canopy.

Tilt Kilt ALTA Survey – McAllen, Hidalgo County, Texas

Managed the drafting, preparing the survey including researching for all recorded property records, plotting all the current utilities and current conditions of the property, all following the requirements as per an ALTA survey standard and as well as per the client needs.

Construction Staking Texas Gas– Edinburg, Brownsville, San Benito, Texas

Prepare and develop a Site layout sheet from the civil plans given by client and develop a staking ground point data for the surveyors stake out what the contractor manager has requested either concrete pad, utilities, electrical easements etc.

Construction Staking Dale Shine Carwash– Edinburg, Brownsville, San Benito, Texas

Prepare and develop a Site layout sheet from the civil plans given by client and develop a staking ground point data for the surveyors stake out what the contractor manager has requested either concrete pad, utilities, electrical easements etc.

Beckham Square Subdivision – Harlingen, Texas

Developed site layout for a new subdivision which established the property boundaries and right of way. The new layout included proposed utilities, drainage, road and total number of lots in new subdivision.

Luis B. Hernandez, EIT

Field Engineer / Inspector

Education:

- M.S., Civil Engineering, University of Texas Rio Grande Valley (2021)
- B.S., Civil Engineering, University of Texas Rio Grande Valley (2019)

Registrations/Certifications:

- Certified Engineer-in-Training, Texas: No. 75429

LUIS B. HERNANDEZ, EIT is a certified Engineer-in-Training with experience in Civil Engineering Design and Land Development. His project experience includes road assessments, drainage design, utility design, utility coordination, Hydrology and Hydraulics modeling. His most recent projects in land development include residential and commercial/industrial improvements which have allowed him to become well versed in design standards and regulations at municipal and county levels.

Project Experience:

County Wide Street Inventory Project – Hidalgo County, Texas

- Collected data effectively performing road assessments by capturing and geo-referencing data.
- Inspected road existing condition for approximately 250 miles of county roads.

Sunset Breeze at Laguna Subdivision – Laguna Vista, Texas

- Provided a watershed analysis for 28 surrounding subbasins using HEC-HMS.
- Modeled the hydraulics of approximately 5,000 LF of existing drainage ditch with proposed and existing conditions using HEC-RAS.
- Provided design of public improvements for water and sanitary sewer.
- Coordinated with Laguna Madre Water District to comply with their design standards and regulations for water and wastewater services.

Replat of Lot 6 Los Encinos - Subdivision- McAllen, Texas

- Provided design of 80 LF waterline extension.
- Coordinated with North Alamo Water Supply Corporation (NAWSC) to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Casa Paraiso Subdivision - McAllen, Texas

- Provided design of 144,000 CF drainage swale and 80 LF of storm RCP pipe.
- Coordinated with Hidalgo County Drainage District #1 to comply with their design standards and regulations.
- Provided design of 50 LF of waterline extension.
- Coordinated with Sharyland Water Supply Corporation to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Las Americas Roma Logistics and Industrial Park - Roma, Texas

- Provided a watershed analysis for 7 subbasins contributing to Ramirez Creek using HEC-HMS and QGIS.
- Modeled the hydraulics of approximately 12,600 LF of the Ramirez Creek and analyzed proposed impacts into the existing conditions using HEC-RAS.

RICDEZ Estates Subdivision - Edinburg, Texas

- Provided design of public improvements for 500 LF waterline.

- Coordinated with North Alamo Water Supply Corporation (NAWSC) to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Luis S. Gonzalez

Field Engineer/Inspector

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley – Edinburg, Texas (2021)

LUIS S. GONZALEZ, FIELD ENGINEER/INSPECTOR is an experienced graduate Civil Engineer. His current experience includes field operations, construction inspections, engineering drafting design, and operation of Geographic Information Systems (GIS) and Construction Administration/ Construction Engineering Inspection. Current and previous projects he has worked on consist of Subdivision Design and inspection of commercial land development.

Project Experience:

Hidalgo County – Hidalgo County Street Inventory - Hidalgo County, Texas

- Inspected approximately 2,000 miles of county roads.
- Collected data effectively performing road assessments by capturing and geo-referencing data.
- Supervised and trained field personnel to perform roadway inspections.
- Performed a Pavement Condition Index calculation using MicroPaver software based on data collected during roadway assessments.
- Elaborated an electronic database of all data collected in the field for roadway assessment that serves as the official database used by the County.
- Determine current replacement and repair costs for approximately 2,000 miles of county roadway infrastructure.

Heights on Wisconsin – Subdivisions Construction – Edinburg, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress.

Highland Heights – Subdivisions Construction – Edinburg, Texas

- Performed Engineering Drafting Design using AutoCAD as per Professional Engineer guidance.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress.

Weslaco Economic Development Corporation – Subdivision Construction – Weslaco, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress

La Paloma – Subdivision Construction – San Juan, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2023

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

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

PRODUCER AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074 License#: 1435292	**CONTACT NAME:** Tina Caldwell **PHONE (A/C, No, Ext):** (972) 644-2688 **FAX (A/C, No):** **E-MAIL ADDRESS:** tina.caldwell@assuredpartners.com
INSURED SAMES, Inc. 200 S. 10th Street Suite 1500 McAllen TX 78501 X00006404	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Burlington Insurance Company 23620 **INSURER B :** National Specialty Insurance Company 22608 **INSURER C :** StarStone National Insurance Company 25496 **INSURER D :** Texas Mutual Insurance Company 22945 **INSURER E :** LEXINGTON INS CO 19437 **INSURER F :** Gotham Insurance Company 25569

COVERAGES **CERTIFICATE NUMBER:** 1731451752 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Blkt AI &WOS per X Blkt PNC GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			674BG05298-03	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GMI-0497-000	1/19/2023	1/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TBD EX202300004107	10/1/2023 10/1/2023	10/1/2024 10/1/2024	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001273721	8/5/2023	8/5/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			031565508	10/1/2023	10/1/2024	Each Claim/Aggregate Deductible per Claim	3,000,000 50,000

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

The general liability and auto liability policies include an automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
The general liability and auto policy contains a special endorsement with “primary and non-contributory” wording. The general liability, professional liability & worker’s compensation policies include an automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
Certificate Holder Continued: City of Edinburg The General Liability Policy provides Blanket Additional Insured for Ongoing and Completed Operations as required by written contract. A Waiver of Subrogaiton is provided for General Liability and Professional Liability as required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brady KCo

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

December 12, 2023

Company/Vendor Name:

SAMES, Inc.

Printed Name and Title:

Samuel D. Maldonado

Authorized Signatory:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

SAMES, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SAMES, Inc.
(Full, correct legal name)

- Address: 200 S. 10th St., Ste. 1500, McAllen, TX 78501
- Telephone/Fax: (956) 702-8880
- Email address: info@samengineering-surveying.com

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

3.

Yes____ No✓

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

4. Where is the Company's corporate headquarters located? McAllen, Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Samuel D. Maldonado
Address: 200 S. 10th St., Ste. 1500, McAllen, TX 78501
Telephone: (956) 702-8880
Fax: (956) 702-8883
Email: sam@samengineering-surveying.com

8. Surety Information

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

9. Bankruptcy Information

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

10. Provide any other names under which your business has operated within the last 10 years.
Sam Engineering and Surveying

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES **NO**

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES **NO**

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES **NO**

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

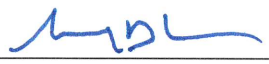
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Samuel D. Maldonado, being first duly sworn, deposes and says that: *(Name)*

(1) He is Principal of SAMES, Inc. (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Principal / C.E.O.

Subscribed and sworn to me this 12th day of December 20 23.

By: _____

Notary Public in and for the State of Texas

TIRZAH ANN RIVERA
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 126388063

My commission expires 01/07/2024



December 12, 2023

CITY OF EDINBURG

Request for Qualifications

RFQ No. 2024-1

Project Management Services

halff.com



Transmittal Letter

December 12, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa, PE
City Engineer
415 W. University Drive
Edinburg, TX 78539

Addenda Acknowledgment

We have received, acknowledge, and consider the following Addenda provided from the City:

- **Addendum 1 | 11/30/2023**

RE: Request for Qualifications for Project Management Services – RFQ No. 2024-1

Dear Mr. Hinojosa and Members of the Evaluation Committee:

Halff is proud to serve as a partner with the City of Edinburg (City) to provide professional project and construction management services for various tasks on an "as needed" basis. We understand the importance of these projects for the City and **we are committed to continuing our support to the City**, providing successful execution of your projects and meeting your goals. Our qualifications reflect our interest and ability to provide the City quality project and construction management services.

- **Familiarity with the City of Edinburg.** Halff can provide the City with a highly qualified staff with recent and relevant experience who are capable of providing all necessary project management and construction management services outlined in this Request for Qualifications (RFQ). We'll use our knowledge of the City, acquired through previous projects and our current involvement in the **Sugar Road** project, to support the design and management of any construction projects granted through this RFQ. Project Manager, **Raul Garcia, Jr., PE, CFM,** along with **17 individuals** in our McAllen office, are proud residents of Edinburg and are familiar with the needs of the area.
- **Why Halff.** The Halff team possesses extensive experience in construction administration and project management. Our Construction and Project Management team has a track record of project **change orders being less than 5 percent of construction bid amounts**. Halff has experience in providing both construction and project management services, including constructability reviews, contract administration, cost estimating and analysis, quality control/quality assurance, scheduling and cost control, and start-up operations. Our construction professionals, who have years of hands-on construction industry experience, can provide valuable input during the design stages on how to make a design more clear and hence, less expensive to construct.

Point of Contact Information

Physical Address: 5000 West Military Highway, Suite 100, McAllen, TX 78503
Mobile: 956.458.2343 | **Office:** 956.445.5235 | **Email:** rgarcia@halff.com | **Fax:** 956.664.0280

We appreciate the opportunity to continue our relationship with the City of Edinburg. As your Project Manager, **I will be your primary point of contact** on all correspondence and communication pertaining to this RFQ. **I am an officer of the firm and am authorized to bind the firm in professional service contracts**. Please do not hesitate to contact with any questions about our team or qualifications.

Sincerely,

Raul Garcia, Jr., PE, CFM | Land Development/Public Works Team Leader

© Halff - 2023 | Confidential - Do Not Disclose | 01

Table of **Contents**

Transmittal Letter 01

1. Overall Qualifications of Team 03

Firm Information 03
Project Understanding 07
Philosophy, Approach, and Methodology 08
Project Team 11
Proof of Licenses and Certifications 12

2. Previous Experience with the City 14

Past Project Experience with the City 14
Other Similar Project Experience 17

3. Ability to Meet Schedules and Deadlines 24

Approach to Completing Projects on Time and Within Budget 24

4. Stability and References 26

References 26
Letters of Recommendation 27
Proposed Team Project Experience with Edinburg 30

5. Index 31

Resumes 31

1. Overall Qualifications of Team

FIRM INFORMATION

COMPANY PROFILE

Halff is an employee-owned full-service engineering firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 32 offices in Texas, Arkansas, Oklahoma, Louisiana, and Florida. Halff is ranked #85 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, Ph.D.-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complementary, professional backgrounds. Most of our professional staff began their careers with Halff directly after college and have grown in their careers knowing that our commitment to quality is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

Halff by the Numbers



Areas of Specialization

Halff's areas of specialization include the following:

- Broadband
- Construction Services
- Energy
- Environmental
- Flood Infrastructure Design
- Geographic Information Systems
- Geospatial
- Intelligent Transportation Systems (ITS)
- Information and Communications Technology (ICT)
- Land Development
- Landscape Architecture
- Local Infrastructure
- MEP Engineering
- Planning
- Resilience
- Right of Way (ROW)
- Structural Engineering
- SUE/Utility Coordination
- Surveying
- Transportation
- Water Conveyance and Pumps
- Water/Wastewater Treatment
- Watershed Plans and Studies

OFFICE LOCATION WHERE THE WORK WILL BE PERFORMED

These projects will be managed from our McAllen office with support from our Brownsville, San Antonio, and Austin offices. Our McAllen office has 62 professionals ready and available to serve the City of Edinburg. We have the depth of resources to provide unmatched service for the City.

CONTACT INFORMATION

As Project Manager, **Raul Garcia, Jr., PE, CFM** will be your primary point of contact for any future projects. In the instance that Raul is unavailable, the secondary contact for these projects is Principal-in-Charge, **Marcos Diaz, PE, LGPP**. Their contact information is as follows:

Raul Garcia, Jr., PE, CFM | Project Manager
Land Development/Public Works Team Leader
Office Location: McAllen
rgarcia@halff.com | 956.445.5325

Marcos Diaz, PE, LGPP | Principal-in-Charge
Vice President | Operations Manager, McAllen
Office Location: McAllen
mdiaz@halff.com | 956.451.7197

HALFF'S UNIQUE QUALIFICATIONS

Halff understands there are many important qualifications to selecting a qualified engineering firm. Halff has assembled a highly-qualified team with a proven history of working together and specialized experience in all aspects of the anticipated project. Our team is committed to the success of the project and will apply our knowledge and experience to:

- Be available and immediately responsive
- Listen to and understand your objectives, goals, and constraints
- Understand the regulatory and permitting requirements associated with the project
- Provide varying options for each design problem to enable selection of solutions which best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.

Halff has routinely performed Construction Administration and Construction Management Services for clients all across the state. We pride ourselves in acting as a trusted advisor to our clients and building relationships that make the project process run smoothly, resulting in successful completion that frequently exceeds client expectations and goals.

We have capacity and capabilities to meet the City's construction management, project management, and engineering needs. Our team was strategically assembled to deliver the skillset needed across the variety of services, encompassing project approach and construction management plan development as well as the project close-out phase.

EXPERIENCE AND HISTORY IN PERFORMING PROJECT MANAGEMENT SERVICES IN A TIMELY MANNER

Halff understands that the services we provide to our clients are based upon a commitment that projects will be completed in a timely and professional manner. With this commitment comes a determination to allocate the technical team, support staff, and resources required to project success.

The key to completing a dedicated and accelerated project on time is establishing a realistic schedule that everyone agrees to. Halff will prepare a detailed schedule early in the project, get "buy-in" from all parties and keep the City informed throughout the project. **Our record of successful project management is one of the key qualifications we offer to the City.** We routinely meet project deadlines and stay within our budgets, which is largely attributable to the quality of the Project Managers and Designers that we have on the project team. We stay in constant contact with City's Project Manager and document all City staff input, making certain that Halff's designs meet the City's needs and expectation. This level of management and documentation results in complete, thorough, cost-effective designs that minimize unforeseen circumstances during construction.

Experience within the Past Two (2) Years

Our ability to maintain the work schedule is part of what will create successful projects/tasks. Halff has a reputation of meeting the schedules that have been established by the project's owners. Our key to successful project execution is to develop the project schedule up front and to identify the required staffing levels. An integral part of developing the schedule is continued involvement with both the client and relevant regulatory agencies.

Our Purpose

We improve lives and communities by turning ideas into reality.



Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A few projects that demonstrate our ability to deliver projects on time within the past two years include:

- **City of McAllen, Bicentennial Boulevard | McAllen, TX.**
  This project was scheduled to be completed in June of 2021 and was completed in February of 2021. Successful project management allowed for this project to be completed **four months sooner** than anticipated.
- **Harris County Drainage District No. 1, 2018 Drainage Bond Project No. 24 | Harris County, TX.**
  This project had multiple phases that were completed on time. The County Commissioner desired that this project went underway as soon as possible. Successful project management and utilizing our in-house staff to fast-track this project resulted on it being **bid three months early** and was completed **within the expected time frame**.
- **Rio Grande City, Street Improvements | Rio Grande City, TX.**
  This project was scheduled to be completed in September of 2023 and was on time. Successful project management allowed for this project to be completed **within the expected time frame.**


Bicentennial Boulevard | McAllen, TX

INSURANCE COVERAGE

Please see our itemized insurance coverage below. In accordance with the requirements of this RFQ, we have also included our insurance certificate as a separate document.

Category	Coverage
Commercial General Liability	Each Occurrence (EO) ($2,000,000); Damage to Rented Premises - EO ($500,000); Medical Expenses ($25,000); Personal and ADV Injury ($2,000,000); General Aggregate ($4,000,000); Products - Comp/OP AGG ($4,000,000)
Automobile Liability	Combined Single Limit - Each Accident ($2,000,000)
Umbrella Liability	Each Occurrence ($5,000,000); Aggregate ($5,000,000)
Worker's Compensation	Statutory Limits
Employer's Liability	Each Accident ($1,000,000); Each Disease - Per Employee ($1,000,000); Each Disease - Policy Limit ($1,000,000)
Professional Liability	Per Claim ($1,000,000); Aggregate ($1,000,000)

PROFESSIONAL SERVICES AGREEMENT

Halff has read the Professional Services Agreement and will meet the prerequisite insurance requirements. If selected, Halff would like to the opportunity to discuss items outlined in sections 10 and 11. Halff also requests the opportunity to negotiate some of the terms and conditions in the Professional Services Agreement.

INSURANCE CLAIMS AGAINST THE FIRM WITHIN THE PAST FIVE (5) YEARS

Response

Halff Associates employs more than 1,400 people in 32 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 5,000 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims**. Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE

ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

PROJECT UNDERSTANDING

Halff understands that as a City of Edinburg Representative, Raul, and the Halff team will be authorized to issue and receive notices, correspondence, and other communications, meet with contracting parties, and represent the interests of the City. Halff is ready and capable of encompassing all the related services listed in this RFQ and as defined below.

PRELIMINARY WORK

The Halff team has experience in the project management process, overseeing consultants and subconsultants design work, tracking schedules, and facilitating the engineering process by providing guidance and responses during the design process through construction. We have the experience and resources to take projects from concept to completing the pre-construction process, construction oversight of projects, and the project close-out process. Our Project Manager is available to be a full-time representative and will commence with the development of a **Project Approach** and **Construction/Project Management Plan**, specifically tailored to each project. Halff will work with City representatives to develop a **Project Management Plan (PMP)** for the projects, which shall define and document all requirements of the project. During the development of the PMP, Halff will develop a **Master Schedule** that will serve as the roadmap for construction, outline the Furniture, Fixtures and Equipment (FF&E) procurement, and project close-out activities. This schedule will be updated as a project progresses. Halff will also prepare a Master Budget that incorporates all project costs, from design to construction, including all ancillary costs such as acquisition, FF&E, permitting, and start up.

PRE-CONSTRUCTION

Once a project has been identified, the Project Manager will work with City to identify a suitable site for the project. The **site investigation** will consider many factors such as access, space, environmental and developmental constraints, legal boundaries, constructability of the site, and availability of the needed public and franchise utilities. The Project Manager will work with the City's design team to assist with the logistical aspects of developing construction plans, such as assisting the project team with obtaining the permits needed, defining easements needed, and coordinating with utility providers to keep the project on schedule and within budget. The team's experienced personnel will be involved in **Contractor Bid Solicitation and Selection**, **Bid**, and **Award** and will organize and conduct a **pre-construction conference**. Halff will confirm that all applicable permits have been applied for and issued, and will verify that insurance certificates have been filed as required prior to initiation of the work. Halff will also be issuing the **Notice of Award** and **Notice to Proceed** on behalf of the City.

CONSTRUCTION PHASE

During this phase, the Halff team will be **overseeing the day-to-day construction activities** and will work to make sure all consultants and construction firms fulfill their contractual responsibilities. Halff will be conducting **Construction Administration (CA)** services throughout the duration of the construction of the project. The CA procedures will be detailed in the PMP. During this process, Robert Tovar will be compiling field reports and will verify that the contractor prepares a daily log of all project activity such as what equipment is on-site, general description of work performed and location, issues and areas of concern or critical to job progress, material/equipment deliveries, and weather. Raul and Robert will work together to determine a time frame when it will be necessary to involve the Mechanical, Electrical, and Plumbing (MEP) team in charge of vertical improvements. **Monthly progress reports** will be put together outlining the activities of the preceding month. **Progress photos, project progress meetings, and periodic schedule reviews will take place**. The CA services will also include change order reviews, and will incorporate cost and schedule impacts into the project **cost reports** and the **construction schedule**. A submittal/**shop drawings** and tracking process will be developed and monitored each week. The team will **review all payment applications** and develop a process for the **review and approval of the contractor payment applications**.

PROJECT CLOSE-OUT

The close-out procedures commence when work is completed. All documents will be transmitted to the City, the final payment request will be submitted, and a final project report inclusive of all close-out documentation, progress photos, etc. will be prepared. Halff will then monitor any final inspections, coordinate the required occupancy permits, and work with project architects and contractors on all applicable warranties and guarantees.

PHILOSOPHY, APPROACH, AND METHODOLOGY

Listed below are the five steps that best describe Halff's approach to performing the services and providing the deliverables required of a Project Manager.

INITIATION

Halff recognizes the importance of initiating a project with as much collaboration and input from the client as possible. Prior to submitting a detailed scope of work and fee proposal, **Halff will meet with City staff to understand your strategic goals, objectives, and priorities for the project**. This understanding will allow us to formulate and create the project scoping document. A scoping document will be the basis for recommending either a feasibility study with an accompanying report - or - a phased project approach outlining activities such as programming, schematic design, developed design, construction documents, and construction execution.

In this initial step, it is vital to understand the City's goal for the project, the budget and time frame for the project, and several other key project elements. Specifically, Halff will want to understand the following:

- Essential project objectives and key deliverables
- Priority of project elements and features
- Stage of the project (planning, design, or construction)
- Code and design requirements
- Project siting and status of ownership
- Special funding related requirements
- Established a protocol for project submittal review and approval
- Schedule and phasing expectations
- Budget
- Known constraints
- Key stakeholders (internal and external)
- Reporting frequency and medium
- Specific deliverables

This understanding allows us to formulate and create the project scope breakdown that will be included in our proposal. Our proposal will include the scope of work for each task in the work breakdown, with general time frames so that the City can review and comment before executing the contract and issuing a notice to proceed.

PLANNING

Before developing a construction project management plan, it is important to give form to the proposed project and the work it will take to bring it to fruition. **The Halff team will review the available information on the project to understand the existing constraints, challenges and prior work that has been performed**. If a project site is selected, we will make field visits to verify our findings and assumptions, and will compile a list of areas where more information and study is required. Any previously created schedules, budgetary costs, and assumptions will be reviewed and incorporated or modified as deemed appropriate after collaborating with the City.

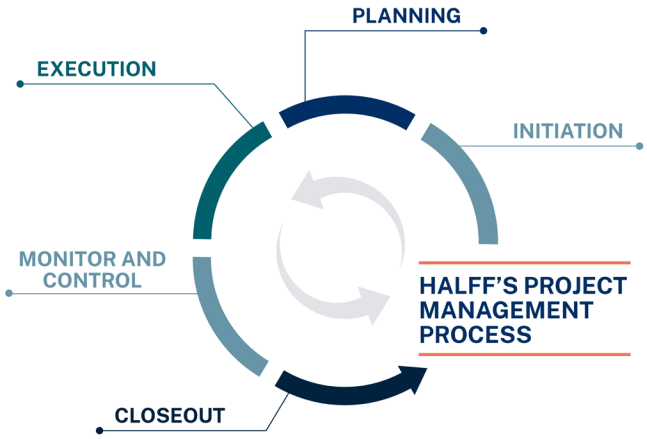
Creating a scoping document is essential to establishing project cost controls and a work breakdown structure (WBS). The scope of work – the narrative description of City's and Halff's understanding of the work to be performed, the project requirements, the deliverables, and the major project elements – will be summarized and included in our proposal. **A PMP will then be developed that designates the duties of each team member, and assigns a preliminary project schedule and estimate of costs so that the City can adequately program the project's budget to know when they can expect to execute a purchase order for certain tasks**.

EXECUTION

At the start of every project, we will identify all the internal and external stakeholders with interests in the project. We understand the project team may include end users, facilities maintenance, engineering and planning members, project design team members, as well as procurement members from purchasing, key vendors, and service companies. Coordination with utility companies and other entities from whom a permit or other approval is anticipated for the completion of the project will be initiated at the outset of the project. **This will allow the team to develop a complete project directory and establish communication protocols for the team and the project**. It will also allow the Project Manager to adjust the work plan, team, and schedule early in the project if a utility company or external stakeholder reveals an unknown constraint or task that will need to be addressed. Project constraints such as permitting,

rules and regulations, environmental issues, and occupancy, which could affect project funding and schedule, are something we will address at the beginning of the project.

It is at this stage of the process where actual tasks in the work plan are implemented. Tasks can include evaluations, development of concepts for the main infrastructure, geotechnical investigations, preparation of a plat, plan development, and construction document review, etc. Raul will make sure the team is working on all needed tasks and will have regular coordination meetings with all team members so that there is a shared vision for the project, resolve any issues and challenges, and coordinate any major changes in the design jointly. Raul will also have regular meetings with the City, and any other stakeholders needed, for the execution of the project. Prior to meetings, agendas will be prepared, submitted, and agreed upon by the client to make sure progress and all issues are addressed. Our staff will promptly document each meeting with meeting minutes. Action items are clearly stated and assigned to verify accountability by all parties.



A Master Project Schedule with major measurable milestones will be developed with completion dates and budget allocations for all phases of the project. Your Project Manager, Raul, will meet regularly with the City and the project team to discuss the progress of the project and monitor activities so that the project is being developed and delivered according to the work plan and schedule. **Halff uses scheduling software such as Microsoft Project and Excel to create easy to read graphical displays and bar charts to track the progress of the project**. It will be Raul's responsibility to keep the project on schedule and within budget.

Design Professional Costs

As stated above (page 8), the WBS is a key function that breaks down the work into smaller and manageable components. Halff has a formal process for creating work plans which identifies tasks and deliverables by discipline throughout the project. Our Project Principal, Project Manager, and Task Leaders monitor activities to make sure that projects are being developed and delivered according to plan.

Construction Costs

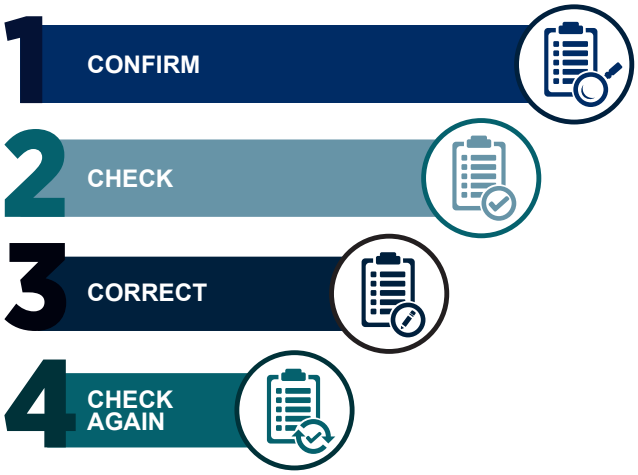
In conjunction with scope management, project construction costs are established, refined, and monitored throughout the design, bidding, and construction phases. We have developed tools which include databases for civil and MEP infrastructure, structural, and FF&E systems costs. Because systems are not well defined early on, we use an empirical approach and rely on metrics such as cost per square foot and benchmarks for building types from previous projects and industry research, such as RS Means. The construction cost figures initially will be rough order of magnitude costs that will be reduced and tightened as the project develops and the uncertainties and unknowns become known.



MONITORING AND CONTROLS

A designated team member will make sure that the end product is complete at each phase, well-coordinated, and accurate. We will apply our experience by reviewing documents throughout the design process. We know that all documents must be thorough and accurate, and the services provided must be of exceptional quality. To achieve these goals, we have established a QA/QC approach which has proven to be successful.

The Halff QA program requires each project to include an independent peer review before each major submittal to an owner. As Project Manager, it is the responsibility of Raul to implement this program and our QA/QC Managers, Robert Saenz, PE, CFM, PMP, DBIA, LGPP and Trey Murray, III, PE, LEED AP responsibility to provide quality assurance under this program.



CLOSE-OUT

Closeout refers to the actual completion of a task and/or the entire project. At this stage, Halff's Project Manager, Raul will deliver a submittal to the City. Our Principal-in-Charge, Marcos Diaz, PE, LGPP, will follow up with the City on their satisfaction with the deliverable and provide any feedback to the team. The team will discuss any lessons learned on the task execution and develop strategies to mitigate any issues moving forward. At the end of the construction project, the final project document deliverables, in accordance with the contract, will be delivered to the client for their records and use.

Any project closure documentation required by the City or any funding agency will be provided, and the record, training, and certification/commissioning of all start-up activities will be gathered and transmitted to the City. Halff will work with the deign team to assemble the warranties and guarantees for the project. Halff retains all project related information digitally for a period of three years, unless we are contractually obligated to destroy it or retain it for a different period of time.

ABILITY TO MEET SPECIFICATIONS

Halff has the knowledge, experience and resources to meet the specifications of this project. Our Project Manager, Raul, has more than 24 years of experience with similar projects. The key PMP processes highlighted above are those which, when practiced skillfully, will produce the opportunities for exceptional project performance. It will be Raul's responsibility to keep these challenges in mind during the whole project delivery process, and to plan for the reconciliation of any one of them if they become out of balance.

Halff recognizes there are technical aspects of each project which must be accomplished to create a successful outcome. These include proper system selection, sturdy detailing, coordination between the work of various disciplines, and sensible aesthetics. Furthermore, there are the essential intangible elements to be considered, including effective communication, understanding how the architecture must support the needs of the facility's intended use and activity, and having the right team composition for each task of the project so that the intended result is achieved. When a PMP is in place, it frees the design team to produce its best design response to each and every one of the City's task orders. Our experienced team brings several years of design knowledge design in their respective fields and has overseen many of these design projects for our clients in the region.

Simply put, Halff knows Edinburg and we know construction.

PROJECT TEAM

ORGANIZATIONAL CHART

Resumes for these individuals can be found on **page 31** under the index.

CITY OF EDINBURG



Marcos Diaz, PE, LGPP
Principal-in-Charge



Raul Garcia, Jr., PE, CFM
Project Manager



John Clint, PE
Deputy Project Manager



Robert Saenz, PE, CFM, PMP, DBIA, LGPP
Technical Advisor | QA/QC Manager *(Horizontal)*



Trey Murray, III, PE, LEED AP
Technical Advisor | QA/QC Manager *(Vertical)*

Project Manager Assistants

Andrew Salinas, PE, SIT | Romeo Barrera, PE | Rachel De Luna, PE | Solveig Klassen, PE

Task Leads

HORIZONTAL SERVICES

Civil | Site
Robert Tovar
(Senior Inspector)

Utility Conflict Manager
Michael Hammack

Utility Improvements
Berenice Chapa, PE

Value Engineering
Kristina Leal, PE, CFM

Survey
James Russell, RPLS

Real Estate
Lorena Corpus

VERTICAL SERVICES

Mechanical Systems
Greg McFarland, PE

Electrical Systems
Gabriel Benavides, Jr., PE

Plumbing Systems
Luis Hernandez-Nava, PE, WELL AP

Support

HORIZONTAL SERVICES

Civil | Site
Angelica Neira
Matias Ramos, EIT

Utility Improvements
Mark Cantu, EIT
Joe Flores

VERTICAL SERVICES

Mechanical Systems
LeRoy Martinez, PE
Dean Lizzotte, EIT

Electrical Systems
Guadalupe Rodriguez, III, EIT

Plumbing Systems
Eddie Martinez

© Halff - 2023 | Confidential - Do Not Disclose

PROOF OF LICENSES AND CERTIFICATIONS

Halff is an employee owned, Texas Corporation (Texas Board of Professional Engineers and Land Surveyors (TBPELS) Registration Number 10194444/F-312) that provides engineering and surveying services throughout Texas and the Southern US.

A copy of Halff's Certificate of Registration from the Texas Board of Professional Engineers and Land Surveyors can be found to the left and copies of the TBPELS licenses (pulled directly from the TBPELS website) for all applicable key personnel proposed to work on these projects are included below and on the following pages.



Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

HALFF ASSOCIATES, INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10194444

Expiration Date
12/31/2023

PROFESSIONAL ENGINEERS | REGISTERED LAND SURVEYORS

GARCIA, RAUL JR. — **PE# 94855**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-15-2004	09-30-2024	HALFF ASSOCIATES INC

CLINT, JOHN WRIGHT — **PE# 85417**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	07-23-1999	06-30-2024	Halff Associates Inc

DIAZ, MARCOS — **PE# 107249**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-29-2010	09-30-2024	Halff Associates

SAENZ, ROBERT LENTON — **PE# 82072**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	02-13-1997	12-31-2023	HALFF ASSOCIATES INC

MURRAY, MENTON JOSEPH III — **PE# 87004**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	07-21-2000	06-30-2024	HALFF ASSOCIATES INC

SALINAS, ANDREW ANTHONY — **PE# 128943**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-04-2017	09-30-2024	Halff Associates Inc

BARRERA, ROMEO ALEJANDRO — **PE# 146472**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	10-17-2022	09-30-2024	Halff

DE LUNA, RACHEL ELIZABETH — **PE# 124887**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	,	12-08-2016	09-30-2024	HALFF ASSOCIATES

KLASSEN, SOLVEIG AINSLEY — **PE# 147784**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	03-03-2023	12-31-2024	Halff

CHAPA, BERENICE — **PE# 147965**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	03-18-2023	12-31-2023	

LEAL, KRISTINA DEANNE — **PE# 94759**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-15-2004	09-30-2024	Halff Associates

RUSSELL, JAMES WILLIAM — **RPLS# 4230**

Status	Granted	Expires	Firms
Registered	9-9-1983	12-31-2023	10029600 - HALFF ASSOCIATES, INC. 10194444 - HALFF ASSOCIATES, INC

MCFARLAND, GREGORY DALE — **PE# 114984**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	09-03-2013	06-30-2024	Halff Associates

BENAVIDES, GABRIEL JR. — **PE# 119255**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Electrical/Computer,	01-05-2015	12-31-2024	HALFF ASSOCIATE, INC.

HERNANDEZ NAVA, LUIS EDUARDO — **PE# 147927**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	03-14-2023	12-31-2024	Halff

MARTINEZ, LEROY — **PE# 150870**

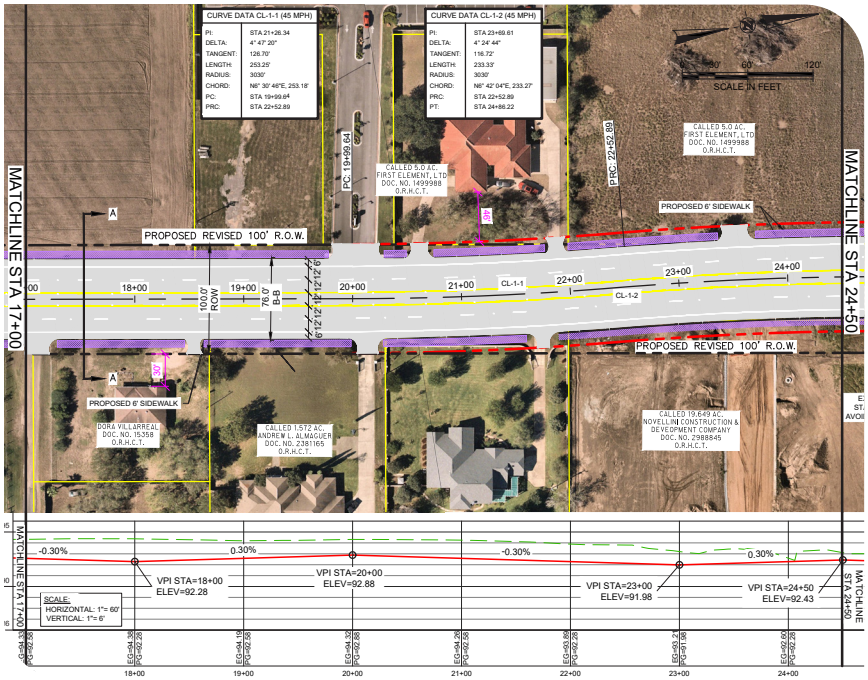
Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	11-28-2023	09-30-2024	



2. Previous Experience with the City

PAST PROJECT EXPERIENCE WITH THE CITY

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of many projects in the Rio Grande Valley. We have a long-standing relationship with the City of Edinburg. As a firm, **Halff has completed over 35 projects with the City**. A few of those related projects are highlighted below:



Completed: Est. November 2024

Scope: Schematic Design, Survey, ROW

Project Team: Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; James Russell, RPLS; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Romeo Barrera, PE

Reference
Queo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services

City of Edinburg | Edinburg, TX

The Sugar Road schematic alignment project consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff provided surveying services, including locating all surface improvements located within the ROW, establishing horizontal and vertical control for design, and supplemental topography inside the ROW. Texas State Plane Coordinate System was utilized for control to allow for easily transferable data to the City. The schematic went through several iterations with City staff to determine the most cost efficient location for widening. A final schematic layout was provided to the City of Edinburg for future budgeting purposes. Parcel surveys were also prepared for approximately 65 parcels to allow for the acquisition of additional ROW.

Halff is also providing the acquisition services for this project and working with appraisals to acquire the additional ROW. The future widening of Sugar Road will alleviate additional traffic that will be generated from University of Texas Rio Grande Valley, as this is a major arterial roadway to the campus.

U.S. Highway North 281 Water Distribution System Improvements

City of Edinburg | Edinburg, TX



The project consists of water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines that were conflicting with the proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch, and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building purposed for housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

Completed: June 2023

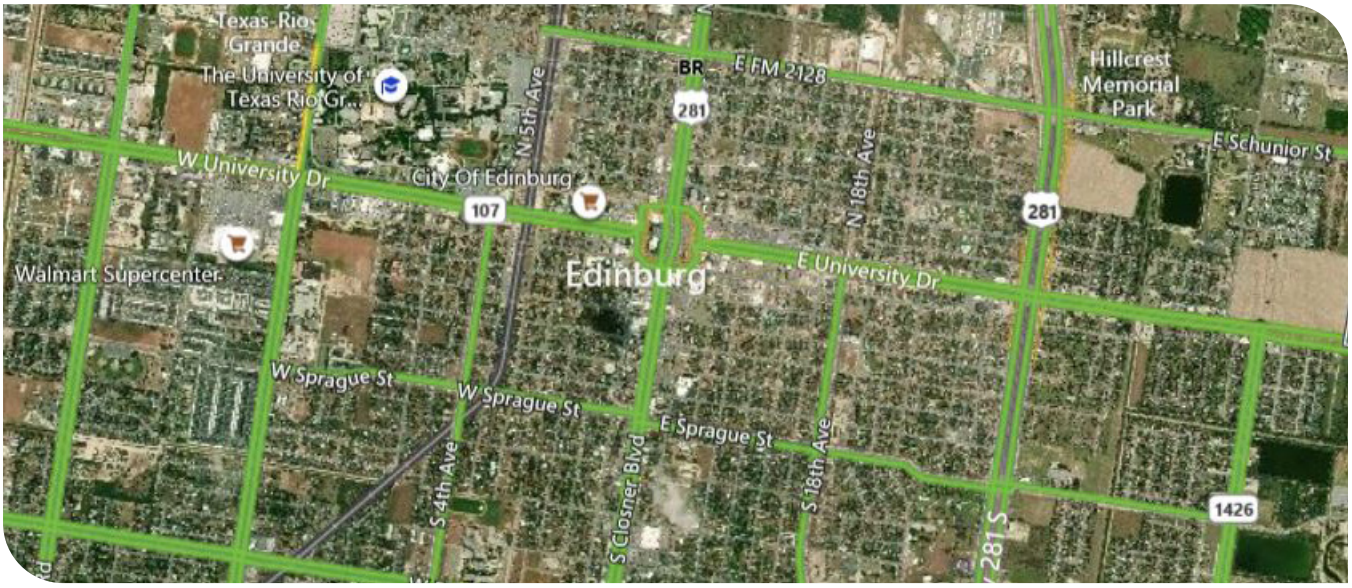
Scope: Water Line Improvements/ Replacement, TxDOT Coordination

Project Team: Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT

Reference
Gerardo Carmona, Jr., PE
Utilities Director
City of Edinburg
956.388.8210
gcarmona@cityofedinburg.com

Various Right of Way Acquisition Projects

City of Edinburg | Edinburg, TX



Halff has provided/is providing right of way (ROW) acquisition services on an "as needed" basis for the City of Edinburg. The required services includes, but is not limited to, appraisal review, negotiation, title coordination, project management, and administrative services. Projects under this on-call contract include:

SUGAR ROAD

Project consists of acquisition of approximately 60 parcels for the Sugar Road widening in Edinburg, Texas. Services includes Negotiation, Title, Curative, and Closing support. Services for this project are ongoing.

CHAPIN ROAD

Project which consisted of the acquisition of 1 parcel for bridge improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

ALBERTA ROAD

Project consisted of the acquisition of 1 parcel for the expansion of Lift Station 42 in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

CANTON ROAD

Project consisted of the acquisition of 1 parcel for drainage improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in August 2020.

Completed: Various Dates

Scope: ROW Services - Negotiation, Title Curative, Closing

Project Team: Lorena Corpus; James Russell, RPLS; Raul Garcia, PE

Reference
Queo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

OTHER SIMILAR PROJECT EXPERIENCE

Included in this section are similar projects that highlight Halff's competency and experience in project/program management, pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management, and project close-out phases.

On-Call Engineering Services

City of Bulverde | Bulverde, TX





As the City Engineering Consultant for Bulverde, Halff uses our full range of technical skills to provide comprehensive engineering services for the City's municipal engineering needs. Most work is done on a time/materials basis with an approved fee schedule. The primary service performed is the development of reviews including drainage/stormwater management plans, plat reviews, traffic impact analysis (TIA) reviews, and construction plan reviews. Drainage plan reviews include a review of detention calculations, as well as complex hydrologic and hydraulic model reviews. Halff has also provided street maintenance inspections, developed a three-year Street Maintenance Plan, and created a work plan including specifications and bid packages. Halff's engineers also routinely perform infrastructure **construction inspections** for City facilities that are being built by private developers.

Additionally, the Halff team provides **land development construction observations** for QA/QC on roadway, drainage, and utility construction projects in the City. These include a review of **construction documents** to verify the contractor's compliance with the design, overseeing field material testing, logging and recording all inspection reports, and running pre-construction meetings and final walkthroughs. Additional inspection responsibilities include SWPPP inspections, lime treatment of subgrade, base material placement and compaction, asphalt, rebar and form inspection, concrete inspections, trench backfill and compaction, traffic control, and tree protection.

Completed: Ongoing

Scope: H&H Analysis, Transportation/Traffic Analysis, Planning and Design, Floodplain Development Permit Review, Reviews (Drainage, Site Plan), Value Engineering, Survey, Bid Assistance Services, Construction Administration and Inspection, Stormwater Management Inspection and Design, Public Outreach.

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; James Russell, RPLS

Reference
Timothy Parker
Director of Public Works
City of Bulverde
830.380.3049
tparker@bulverde.gov



Completed: September 2022

Scope: Civil Engineering, Structural Engineering, Electrical Design, Bidding, Construction Administration Services

Project Team: Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, PE; Solveig Klassen, PE

Reference
Roy Rodriguez, PE
General Manager
City of McAllen
956.681.1630
rrodriguez@mcallen.net

Anzalduas LPOE North-Bound Lanes Expansion

City of McAllen | McAllen, TX

Halff provided civil, structural, and electrical design as the Engineer of Record for the renovations at the Anzalduas Land Port of Entry (LPOE) in McAllen, Texas. The project was designed for the City of McAllen, General Services Administration (GSA), US Customs and Border Protection (CBP), and the Anzalduas International Bridge Board while complying with P130 US Customs and Border Protection Design Standard for US LPOE.

The project scope included surveying for design and establishing control points, and correcting the drainage at the inbound Primary Inspection Lane 1 and the Inbound Secondary Inspection Area. 12,000-lf of concrete curb was installed, along with 3,000-lf of speed bumps. Halff also provided services for two additional northbound pre-inspection canopies and additional inspection booths with canopy for the two additional lanes. Primary inspection components included LPR and RPM systems that were designed with required conduits and foundations. Wastewater services were provided to capture condensate lines discharge of existing and proposed ac units located on booths. Approximately 32,800-sf of paving improvements were provided for the two additional inspection lanes and 1 by-pass lane. Signage and striping was also included to match the existing LPOE design and current standards. Removal of two existing high mast illumination poles was required to accommodate improvements. The two poles were relocated with new foundations and installed west of inspection lanes. The storm water for the proposed improvements surface flow into a proposed swale that connects to an existing drain ditch and detention facility within the LPOE property and ultimately outfalls to the City of McAllen drainage system.

Bidding and Construction Administration Services included preparation of the bid set, development of Addenda, responding to bid questions, attending the prebid conference, and a bid analysis for TxDOT. The Halff team also attended daily site visits, monthly Owner/Engineer/Contractor progress meetings, performed submittal reviews, responded to Requests for Information (RFIs), reviewed pay applications, and performed close out procedures.

Bicentennial Boulevard Extension

City of McAllen | McAllen, TX





This project extended Bicentennial Boulevard from Trenton Road 2.86 miles north to SH 107. **Halff developed both the construction documents and technical specifications for the project**. The objective of this project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. This project involved the **construction of a new four-lane undivided urban roadway**, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier. The project was let by the City of McAllen and overseen by the Texas Department of Transportation (TxDOT) Pharr District.

Halff reviewed the contractor's bids during the bidding phase and developed the bid summaries for the City. Once under construction, Halff was responsible for running the Owner/Engineer/Contractor monthly meetings, reviewing submittals, addressing RFIs, reviewing the monthly application for payments, processing change orders, reviewing TxDOT material on hand summaries, reviewing TxDOT Buy America forms, and performing monthly site visits. Halff also assisted the City during close-out by conducting a final punch list of pending items and preparing the final reconciliation change order and record drawings.

Completed: February 2022

Scope: Environmental, Survey, Utility Coordination, Civil Engineering Design, Structural Design, Landscape Architecture, Bidding, Permitting, Construction Administration

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Mark Cantu, EIT; Solveig Klassen, PE

Reference

Eduardo Mendoza, PE
Director of Engineering
City of McAllen
956.681.1150
edmendoza@mcallen.net

Sprague Road Interceptor Sewer

McAllen Public Utility | McAllen, TX





Halff was involved in the Sprague Road Interceptor, a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and Colonias within the project area. Before starting the design, Halff developed an Engineering Feasibility Report for the Interceptor and a separate PER for the proposed lateral trunk lines. Halff helped prepare and submit an application for MPU to request funds under the TWDB's Economically Distressed Area Program. The design of the collection system began when both reports were approved. Halff ran a model of the sewer interceptor using Bentley SewerCAD to calculate the hydraulic grade line. Coordination with local regulatory agencies was critical to provide a smooth and successful project including the City of McAllen, McAllen Public Utility, TxDOT, Hidalgo County Drainage District, United Irrigation District, Texas Gas Service, AEP, and other franchise utility companies.

To the extent possible, existing available rights of way will be utilized for the proposed alignment to minimize land acquisition costs. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area. Construction of this interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18-inch to 48-inch diameter pipe. Once this interceptor main is constructed, branch mains and collection systems will be designed and constructed to provide the necessary first time wastewater collection and treatment services to the colonias and other subdivisions in this area.

Completed: March 2021

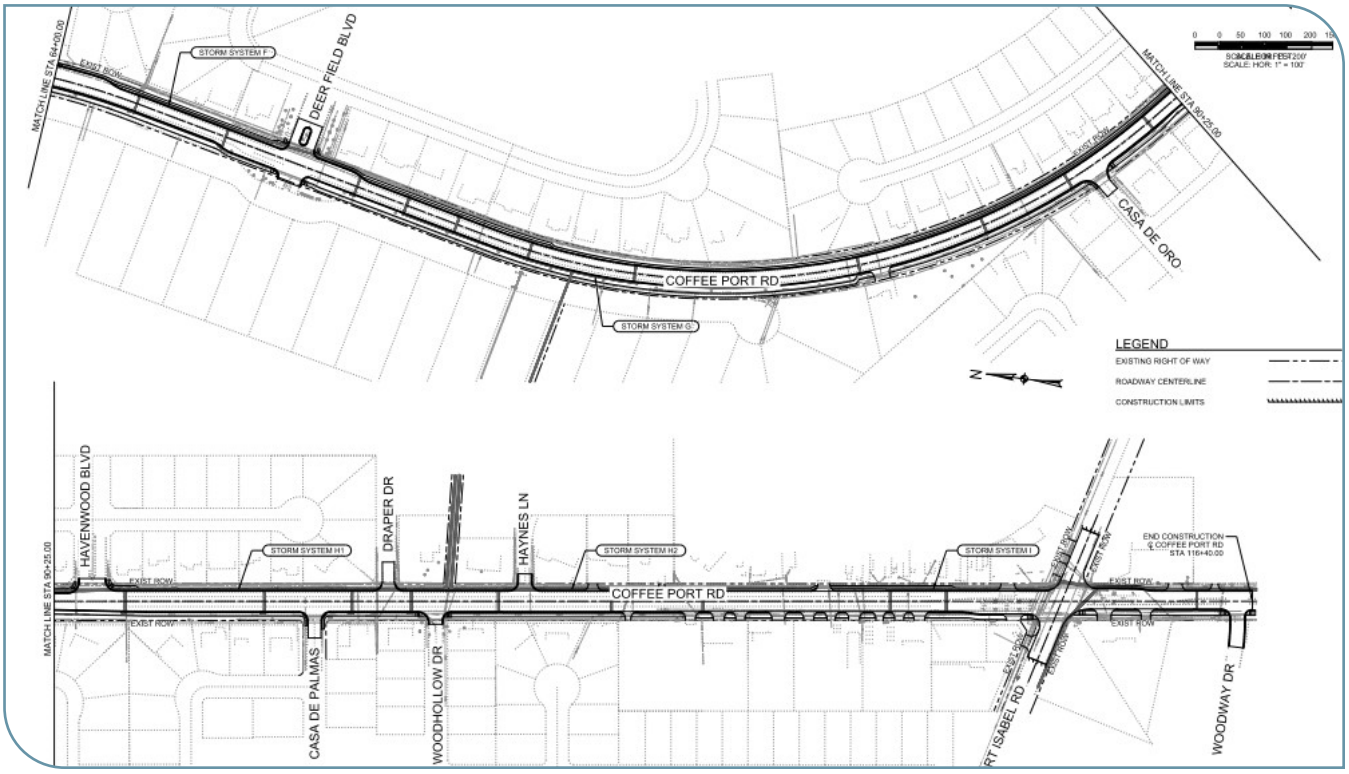
Scope: Surveying, Environmental, Civil Engineering

Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Kristina Leal, PE, CFM; Solveig Klassen, PE

Reference
Mark Vega, PE
General Manager
McAllen Public Utility
956.681.1630
mvega@mcallen.net

2020 CIP Street Improvements

City of Brownsville | Brownsville, TX



Built in the 1940s as a two-lane rural cross-section, concrete panel roadway, this two-mile section of pavement has taken on numerous asphalt overlays and shoulder widenings and is considered an important East-West neighborhood collector for the residents and businesses of North Brownsville.

The current design parameters include reconstructing the entire roadway bed and developing a roadway section that incorporates curb and gutter with a wider width for three to four travel lanes, including sidewalks and a multi-use path. Included in this approximately $13.5M project is the necessary enclosed stormwater system. The relocation and up-sizing of water distribution and wastewater collection pipelines will also be included as part of this Joint-Bid Contract. All improvements are proposed to remain within the existing 80 feet of ROW. This project was part of the General Engineering Services On-Call contract.

Completed: Design in Progress

Scope: Surveying, Engineering Design, Bidding, Construction Phase Services

Project Team:
John Clint, PE; Marcos Diaz, PE, LGPP; James Russell, RPLS

Reference
Doroteo Garcia, Jr.
Assistant City Engineer
City of Brownsville
956.548.6005
doroteo.garcia@brownsvilletx.gov

Cedar Bayou Watershed Bond Implementation Program

Harris County Flood Control District (HCFCD) | Harris, Liberty, and Chambers, TX





The Cedar Bayou Bond Implementation Management (Cedar BIM) was initiated to facilitate the implementation of each of the nine projects identified in the Harris County Bond Referendum that was approved by voters in August of 2018.

As the Cedar BIM lead, Halff provides professional consulting services and project management staff to **manage and deliver bond projects** within the Cedar Bayou Watershed for the HCFCD. This is expected to be a five-year commitment to serve as a partner with HCFCD in order to substantially deliver the projects specified. The projects specified in the bond referendum were based on the recommendations presented in the Cedar Bayou Flood Risk Reduction Study (FRRS), completed in July 2018 by Halff in coordination with HCFCD and the Texas Water Development Board (TWDB). The bond implementation goals include the completion of a Preliminary Engineering Report (PER) for all nine projects, acquisition of the ultimate project ROW for each of the nine channels, **design and construction of selected projects**, and other major tasks, such as environmental investigation and permitting, cultural resources assessment, utility relocation, and general support services. **Halff represents HCFCD on all matters related to the bond projects within the Cedar Bayou watershed**.

Completed: Est. December 2024

Scope: ROW Acquisition, Civil Design, Construction, Environmental Investigation and Permitting, Cultural Resources assessment, Utility Relocation

Project Team: Rachel De Luna PE

Reference
Xin He, Ph.D, PE
Project Manager
Harris County Flood Control District
346.286.4000
xin.he@hcfcd.hctx.net

2020 Stormwater On-Call Services

City of San Antonio (CoSA) | San Antonio, TX



Halff has performed engineering design and analyses for the Floodplain Management, Project Development, and Planning Divisions through this task order-based contract. Halff has performed detailed hydrologic and hydraulic (H&H) flood mitigation analyses and developed PERs with detailed cost estimates and benefit/cost ratios for future stormwater capital improvements. Halff also **developed detailed design and construction documents** for stormwater infrastructure projects, assisting with drainage, paving, utility coordination, environmental, ROW documents, and public outreach.

Halff also serves in an hourly staff augmentation role for the Floodplain Management Division, **assisting with the construction plan and plat reviews for private development and the City's public capital improvement projects**. Halff has leveraged its database and IT solutions to revamp the City's stormwater infrastructure database for the various departments to use for planning and data collection purposes

2023 PUBLIC WORKS ALLEYS CONSTRUCTION MANAGEMENT

Recently, we have been working with the Floodplain Management and Project Development Divisions for CoSA's Stormwater Engineering Division, providing construction oversight, plat reviews, stormwater plans, capital projects, and **program administration services** for non-service alleys.

Completed: Est. February 2024

Scope: Construction Administration and Documentation**,** Drainage, Paving, Utility Coordination, Environmental, ROW Documents, Public Outreach

Project Team:
Marcos Diaz PE, LGPP

Reference
Nefi Garza
Assistant Director - Stormwater
City of San Antonio
210.207.8022
Nefi.Garza@sanantonio.gov

3. Ability to Meet Schedules and Deadlines

APPROACH TO COMPLETING PROJECTS ON TIME AND WITHIN BUDGET

Halff has a proven record of keeping projects on schedule and within budget. Halff will hold a kickoff meeting with the City to discuss project goals, deliverables, and schedule. After the initial evaluation and project walk through, **Halff utilizes Microsoft Projects** to develop a master schedule for the simultaneous completion of all program projects. Schedules will be continually updated, based on identified risks, while identifying critical path items and parallel work activities critical to verifying adherence to the schedule.

Budget should always be considered when making design decisions. Halff will continually work with the consultants to update the construction costs as the project progresses to verify that the projects stays within budget. If necessary, Halff has experience delivering value engineering to make certain that the project falls within the budget without hindering the functionality of the project.

Maintaining the work schedule will be one of the elements that will define success for this contract. Halff has a reputation for meeting the schedules that have been laid out by the project's owners. Our key to successful project execution is developing the project schedule up front and identifying the required staffing levels. An integral part of developing the schedule is involvement with both the client and relevant regulatory agencies. Our techniques include using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

TIMELY PROJECT DELIVERY

Our Project Managers are given the resources and authority to develop the working project schedule and to assign resources to meet the established schedule. Our Principal-in-Charge, **Marcos Diaz, PE, LGPP** and Project Manager, **Raul Garcia, Jr., PE, CFM**, will be responsible for developing and maintaining the schedule. All of our project managers have a record of exemplary performance on municipal projects, fully understand the design process, and can sequence schedules so that many tasks are worked on concurrently, reducing the overall project schedule.

For each component of production effort, Halff will review the project and confirm that the schedule is reasonable for their assigned tasks. Schedules will be updated regularly so that each team member can visually track progress. If for any reason a schedule varies or slips, a contingency plan will be produced for recovery. The schedule will be directed back on track by focusing the team on critical tasks, applying additional manpower to the project, or a combination of both. One key to successful schedule management is getting each team member to review the schedule and commit to the completion of their tasks. With buy-in from each professional discipline, we have been successful at completing our projects in a timely manner.

Key components to staying on schedule include:

- Establishing an end date and reinforce that date each time the schedule is discussed.
- Identifying critical decisions early and verify that action is taken by those responsible.
- Providing adequate staffing at all times.
- Making certain that those who start a task finish it, to the extent possible.
- Holding monthly design progress meetings with the university's Project Manager. Discussing, deciding, and documenting key decisions in these meetings.
- Being persistent.

> **"Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process."**
>
> **Jeff Underwood**
> **City Manager**
> **City of Alton**

CONSTRUCTION BUDGETING

The Halff team has an established reputation for delivering projects that remain within budget. Keeping projects in budget during this time of rapid inflation, increased cost of construction, and the rise in the cost of construction materials makes budget estimating a challenging task. We believe our cost estimating approach is up to these challenges and will help deliver a successful project.

Initial Budget Confirmation

Before we begin work on any project, our team will meet with the City to discuss the project budget and will seek to determine if the stated project budget is adequate to meet the project scope. Often times project budgets are established early in the project planning stages and are not adjusted to meet yearly inflation.

Accuracy of Halff's Cost Estimating

Our systematic approach to developing the Opinion of Probable Construction Cost (OPCC) is a fundamental benefit to the City. The large number of projects Halff has designed in the last five years allows us to a have substantial database of bid tabulations to draw from when preparing the OPCC for projects. Our structured approach and intensive QA/QC process makes certain that our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the construction industry is locally focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time. We understand the accuracy of our OPCCs provides great value to the City in maintaining the project budget established for these projects.

Updated Estimates

At each submittal milestone, the OPCC will be updated to reflect better definition of the project design. At the submittal milestone review meetings, the OPCC will be discussed, and decisions made to either remain on track with design or to modify the design if the project budget exceeds the budget established for the project. It is more efficient to make design modifications to accommodate the project budget early in the design process than waiting until the end of the project or when the project bids come in and it is much more disruptive to make changes.







© Halff - 2023 | Confidential - Do Not Disclose

4. Stability and References

REFERENCES



Master Drainage Plan | On-Call Contract

CITY OF ALTON
Jeff Underwood
P 956.432.0760
E jeff.underwood@alton-tx.gov
509 South Alton Boulevard
Alton, TX 78573

Project: On-Call Engineering and Planning Services | Miscellaneous projects for the City of Alton under an on-call contract.

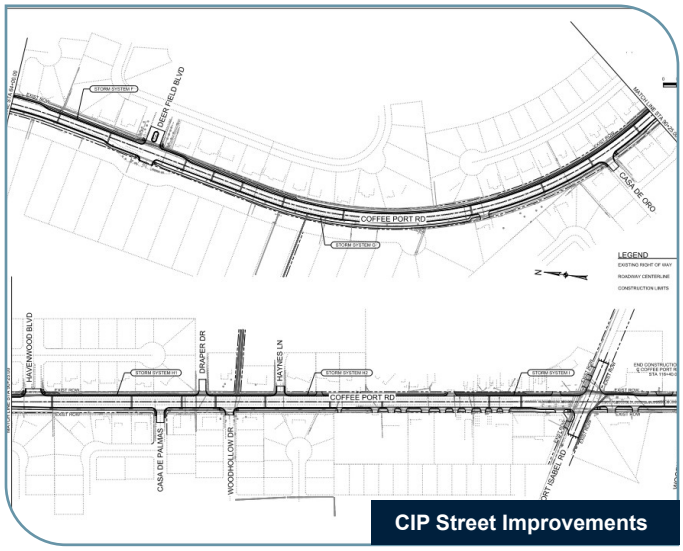
Key Personnel:
Raul Garcia, Jr. PE, CFM (Project Manager)


Bicentennial Boulevard

CITY OF MCALLEN
Eduardo Mendoza, PE
P 956.681.1150
E edmendoza@mcallen.net
311 North 15th Street
McAllen, TX 78501

Project: Bicentennial Boulevard Extension | Construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.

Key Personnel: Raul Garcia, Jr. PE, CFM (QA/QC Manager) Marcos Diaz, PE, LGPP (Principal-in-Charge); Mark Cantu, EIT (Engineer); Solveig Klassen, PE (Engineer)



CIP Street Improvements

CITY OF BROWNSVILLE
Doroteo Garcia, Jr.
P 956.547.6808
E doroteo.garcia@brownsvilletx.gov
1034 E. Levee Street, 2nd Floor
Brownsville, TX 78520

Project: 2020 CIP Street Improvements | Reconstruction entire roadway bed and development of roadway section that incorporates curb and gutter with a wider width for three to four travel lanes including sidewalks and a multi-use path.

Key Personnel: John Clint, PE (Team Leader); Marcos Diaz, PE, LGPP (QA/QC Manager); James Russell, RPLS (Surveyor)

LETTERS OF RECOMMENDATION

CITY OF ALTON
TEXAS
509 S Alton Blvd. Alton, TX 78573 • Tel (956) 432-0760 • Fax (956) 432-0766 • www.alton-tx.gov

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jeff Underwood
City Manager

December 6, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Josefa Garcia Park

Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process and were involved from the planning phase to project closeout. I will gladly provide additional details regarding Halff's performance on the above-referenced project. I highly recommend Halff Associates, Inc. for all of the services covered under this RFQ.

If you have any questions please do not hesitate to contact me at (956) 432-0760.

Sincerely,

Jeff Underwood,
City Manager

CITY OF McALLEN

JAVIER VILLALOBOS, Mayor
JOAQUIN "J.J." ZAMORA, Mayor Pro Tem & Commissioner District 2
TONY AGUIRRE, JR., Commissioner District 1
J. OMAR QUINTANILLA, Commissioner District 3
RODOLFO "RUDY" CASTILLO, Commissioner District 4
VICTOR "SEBY" HADDAD, Commissioner District 5
PEPE CABEZA DE VACA, Commissioner District 6

ROEL "ROY" RODRIGUEZ, P.E., City Manager

December 6, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Bicentennial Boulevard Roadway and Utility Extension

Halff provided value through bringing the project in on time and on budget. They provided excellent engineering services throughout the process and was involved from the planning phase to project closeout.

I will gladly provide additional details regarding Halff's performance on the above-referenced project. My contact information follows.

I highly recommend Halff Associates, Inc. for all of the services covered by this RFQ.

Thank you,

Eduardo Mendoza, PE
City Engineer
City of McAllen
956-681--1151
Emendoza@mcallen.net

P. O. BOX 220 · McALLEN, TEXAS 78505-0220 · (956) 681-1000 · FAX (956) 681-1010 · www.mcallen.net

McALLEN PUBLIC UTILITY

CHARLES E. AMOS, Chairman
ERNEST R. WILLIAMS, Vice-Chairman
ALBERT CARDENAS, Trustee
RICARDO R. GODINEZ, Trustee
JAVIER VILLALOBOS, Ex-Officio Member

MARCO A. VEGA, P.E., General Manager

December 7, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Sprague Road Deep WasterWater Interceptor

Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process and were involved from the planning phase to project closeout.

Halff Associates, Inc. played a critical role in the success of this important project. I will gladly provide additional details regarding Halff's performance on the above-referenced project if you would like.

My contact information follows.

Sincerely,

Carlos Gonzalez, PE
Utility Engineer
McAllen Public Utility
956-681--1777
cagonzalez@mcallen.net

cc: Halff Associates

1300 W. HOUSTON AVE., • P.O. BOX 220 • McALLEN, TEXAS 78505-0220 • (956) 681-1630 • FAX (956) 681-1639 • www.mcallenpublicutility.com

PROPOSED TEAM PROJECT EXPERIENCE WITH EDINBURG

Halff has a successful history of providing engineering and construction services for projects with the City of Edinburg, ECISD, and the Edinburg Economic Development Council. The following represents the Edinburg projects in which our proposed project team members have provided services on.

PROJECT NAME	TEAM MEMBERS INVOLVED
CITY OF EDINBURG	
Fire Station No. 5 Survey	Raul Garcia, Jr., PE, CFM
Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; James Russell, RPLS; Robert Saenz, PE, CFM; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT
U.S. Highway North 281 Water Distribution System Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; Robert Saenz, PE, CFM; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT
Bicycle and Pedestrian Master Plan	Raul Garcia, Jr., PE, CFM
U.S. Highway North 281 - Additional Waterline Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Berenice Chapa, PE; Mark Cantu, EIT; Joe Flores
Downtown Water Plant Hi-Service Generator	Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT
Solid Waste Management Boundary Surveys (Six Parcels)	James Russell, RPLS
Various Right of Way Acquisition Projects	James Russell, RPLS; Lorena Corpus
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (ECISD)	
Barrientes Middle School Lane Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT
Edinburg High School Chiller Replacement	Gabriel Benavides, Jr. PE
Lee Elementary	Guadalupe Rodriguez, III, EIT
Edinburg North High School	Dean Lizzotte, EIT; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Luis Hernandez-Nava, PE, WELL AP
Ramirez Elementary	LeRoy Martinez, PE; Dean Lizzotte, EIT
South Middle School	LeRoy Martinez, PE; Dean Lizzotte, EIT; Gabriel Benavides, Jr. PE; Luis Hernandez-Nava, PE, WELL AP; Trey Murray, III, PE, LEED AP
South Middle School Cafeteria Expansion	Raul Garcia, Jr. PE, CFM; Angelica Neira

Bicycle and Pedestrian Master Plan



Robert Vela HS Cooling Tower Replacement



5. Index

RESUMES



ROLE
Project Manager

EXPERIENCE
24 Years

EDUCATION
BS, Agricultural Engineering,
Texas A&M University

REGISTRATIONS
Professional Engineer:
Texas #94855

CERTIFICATIONS
Certified Floodplain Manager:
Texas #0954-06N

Raul Garcia, Jr., PE, CFM

Raul currently serves as a Senior Project Manager and Lead Design Engineer for multiple projects in the McAllen office. He has provided land development and site work engineering for several offices, warehouse, commercial, and mixed-use developments. Raul also has experience serving as the lead engineer for multiple clients including architects, public entities, and private developers.

REPRESENTATIVE PROJECT EXPERIENCE

City of Edinburg, Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services, Edinburg, TX.

Project Manager responsible for the oversight of this project which consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff worked with City staff to create several iterations of schematics to determine the most cost efficient location for widening. Other services provided included ROW acquisition and surveying.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.

Team Leader responsible for the water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

McAllen Foreign Trade Zone, Warehouse Development, McAllen, TX.

Project Manager for this project consisting of a 6.70-acre site that will be utilized for a warehouse development. The planning phase for this project consisted of coordination with the owner, the City of McAllen, Hidalgo Drainage District, and Hidalgo County in order to optimize the most efficient warehouse design that will accommodate for the storm runoff provided by the proposed development into the adjacent drainage ditch. Data acquisition and topographic surveying were conducted to identify existing conditions and issues of concern to proceed into design phase. Paving improvements included 13,610 square yards of new concrete pavement and 4,190 square yards of new asphalt pavement.



Marcos Diaz, PE, LGPP

ROLE
Principal-in-Charge

EXPERIENCE
18 Years

EDUCATION
BS, Civil Engineering, Texas A&M University - Kingsville

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #107249

Local Government Project Procedures Certified: #85070

Marcos brings experience in managing, planning, designing, and construction of projects for private and public entities involving transportation, land development, H&H analysis, storm drainage design, water/wastewater design, and preparation of construction documents including plans, specifications and engineers estimate (PS&E). He has gained experience implementing locally let projects starting with the PS&E stage and progressing through design and plan development, ROW acquisition, utility relocation, letting, contracting, and construction.

- **City of Eagle Pass, On-Call Engineering Services, Eagle Pass, TX.** Project Manager responsible for civil engineering projects throughout the City, as well as performing development and plat reviews as needed, and allocating resources to support City staff during construction with an inspector.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** Project Manager responsible for the civil design of the federal courthouse built as a Design-Build project.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Manager responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107 and coordinating with the Client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase.



John Clint, PE

ROLE
Deputy Project Manager

EXPERIENCE
29 Years

EDUCATION
BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS
Professional Engineer: Texas #85417

John has experience in water and wastewater planning and design, storm drainage and roadway design, water distribution system modeling, master plan development, civil site design, and construction management and has extensive experience with local, state, and federal funding and regulatory agencies. John also has two years of experience in geotechnical investigations, construction materials testing engineering, and construction inspection.

- **City of Brownsville, 2019 Street and Drainage Improvements, Brownsville, TX.** Project Manager and Project Engineer responsible for the drainage improvements for the City of Brownsville using General Fund, CDBG or Hurricane Dolly GLO Disaster Grant Funds to construct numerous storm drainage improvements included in the 2006 Flood Protection Study.
- **City of Brownsville, CIP Street Improvements, Brownsville, TX.** Team Leader for this project under the On-Call General Engineering Services contract. The Street CIP Improvements project included the reconstruction of five residential roadways totaling 2.5 miles in West Brownsville.
- **Brownsville Public Utility Board, WWTP Vactor Truck Facility Improvements, Brownsville, TX.** Project Manager responsible for civil site design and construction administration of Vactor Truck Disposal Facility expansion.



Robert Saenz, PE, CFM, PMP, DBIA, LGPP

ROLE
Technical Advisor | QA/QC Manager (Horizontal)

EXPERIENCE
37 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #82072

Certified Floodplain Manager: Texas #0256-00N

Local Government Project Procedures Certified: #044540

Project Management Professional: #3163483

Design Build Institute of America Certified: #D-3958

Robert brings experience in civil engineering, planning, design, project management, and construction management for public and private clients. His extensive work with city, county, state, and federal agencies has given him insight into feasibility analysis, preliminary engineering, and project financing.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **Port of Corpus Christi Authority, Rincon Road and Cut-Off Road Improvements, Corpus Christi, TX.** QA/QC Manager responsible for the quality control of this project which consisted of the 1.5-mile reconstruction of Rincon Road from the Joel Fulton International Trade Corridor, to the end of the roadway at the PCCA maintenance facility.
- **McAllen Public Utility, Bicentennial Extension Water and Wastewater - Irrigation Siphon Improvement, McAllen, TX.** Team Leader responsible for the planning phase of this project, which included providing the horizontal and vertical alignment and drainage design for the road.



Trey Murray, III, PE, LEED AP

ROLE
Technical Advisor | QA/QC Manager (Vertical)

EXPERIENCE
30 Years

EDUCATION
BS, Mechanical Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #87004

LEED Accredited Professional

Trey has experience in all aspects of MEP engineering, design, and construction management for commercial, institutional, industrial, and educational facilities. Trey has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the Mechanical Engineer of Record for eight LEED certified projects.

- **Hidalgo County, New County Courthouse, Edinburg, TX.** MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice Facility for the County. The 7-story facility includes 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** QA/QC Manager responsible for the quality control of the federal courthouse built as a Design-Build project which includes a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Pharr LPOE, Refrigerated Inspection Facility, Pharr, TX.** Quality Control Manager for Mechanical systems for a new inspection facility. The facility was split into two primary areas that included a 13,800-sf administrative area for CBP that also housed a USDA testing lab and a 60,800-sf cold inspection facility.

© Halff - 2023 | Confidential - Do Not Disclose



Andrew Salinas, PE, SIT

ROLE
Project Manager Assistant

EXPERIENCE
13 Years

EDUCATION
MS, Geospatial Survey Engineering,
Texas A&M University - Corpus Christi

BS, Civil Engineering, University of Texas
at San Antonio

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #128943

Surveyor in Training: Texas #110151

Andrew possesses a diverse background in land development for municipal and county projects, which includes the review and implementation of roadways, drainage, water, and wastewater infrastructure. His supplementary experience also includes supervising subconsultants, state statute analysis and interpretation, client and public coordination, and development of GIS-based solutions.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Manager responsible for the oversight of the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **City of McAllen, 33rd Street Extension, McAllen, TX.** Project Manager responsible for the oversight of this project which consisted of roadway paving and drainage improvements to connect Oxford Avenue and Auburn Avenue.
- **HDR Inc., Hidalgo Jail Expansion Feasibility Study, Hidalgo County, TX.** Project Manager responsible for the site investigation and coordination with local regulatory officials for this project which involved expanding the existing Hidalgo County Jail facility from 1,200 beds to 2,000.



Romeo Barrera, PE

ROLE
Project Manager Assistant

EXPERIENCE
4 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #146472

Romeo has experience with and knowledge of designating various land development sites, sanitary sewer, water distribution systems, single-family residential subdivisions, tree preservation plans, and utility designs that follow local land development codes.

- **Noble/Texas A&M Kingsville, Design Build Services/Deferred Maintenance, Kingsville, TX.** Project Engineer for a comprehensive upgrade featuring a new chilled water campus utility loop servicing 30+ buildings with increased system resiliency and energy efficiency. The HVAC component involves replacing multiple air handling units, gas-fired boilers, and cooling towers, integrating BACnet controls for optimal energy management.
- **City of McAllen, 33rd Street Extension, McAllen, TX.** Civil Design Lead responsible for the design aspects of this project which involved engineering services for the Bayside Terrace Subdivision drainage improvements. The project's purpose is to increase capacity and address existing flooding issues within the subdivision by regrading roadside ditches and upsizing the existing storm sewer system.
- **Texas A&M University - Kingsville, Turner Bishop Demo, Kingsville, TX.** Project Manager responsible for preparing civil engineering plans to allow for the demolition of Turner Bishop Hall. This includes the removal of existing structures and disposal of in a legal manner.

© Halff - 2023 | Confidential - Do Not Disclose



Rachel De Luna, PE

ROLE
Project Manager Assistant

EXPERIENCE
11 Years

EDUCATION
ME, Civil and Environmental Engineering, Cornell University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #124887

Rachel has experience in a variety of civil engineering projects in the public and private sectors. Her project experience includes analysis and design of new and existing drainage infrastructure, construction management, roadway reconstruction, site development, and analysis and design of water and wastewater infrastructure. During the past few years, Rachel's focus has been on the drainage sector, working on projects for Hidalgo County Drainage District No. 1 and Harris County Flood Control District.

- **Hidalgo County Drainage District No. 1, 2018 Drainage Bond Project No. 24, Hidalgo County, TX.** Project Manager responsible for the design and preparation of construction plans for the drainage improvements for a 4.5-square-mile drainage basin prone to structural flooding. The improvements consist of ditch widening (2 miles) and rerouting (0.4 miles), culvert and storm sewer enlargement, detention pond construction (totaling 36 acres), and pump station construction (2-70 cfs vertical turbine pumps).
- **Harris County Flood Control District, Cedar Bayou Watershed Bond Implementation Program, Harris, Liberty, and Chambers Counties, TX.** Project Manager for this project which involved program oversight, management of H&H models, preliminary engineering and design, and construction management for projects identified in the HCFCD 2018 Bond Referendum.



Solveig Klassen, PE

ROLE
Project Manager Assistant

EXPERIENCE
5 Years

EDUCATION
BS, Civil Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147784

Solveig's experience includes working on a variety of projects for both public and private clients. She has assisted with cost estimates, subdivision plats, and the development of construction/design plans and specifications for civil projects involving sanitary sewer and water, drainage, paving and dimension, and utility relocations. She also has experience with construction administration tasks including attending construction meetings and conducting site visits.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. This project involved the construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.
- **Hidalgo County Drainage District No. 1, 2018 Drainage Bond Project No. 24, Hidalgo County, TX.** Project Engineer responsible for assisting with the design and preparation of construction plans for this project which involves improvements of the drainage facilities for a 4.5-square mile drainage basin prone to structural flooding.
- **Capote Farms, Inc., Warehouse Civil Design, Pharr, TX.** Lead Engineer for this project which involved civil design for 1 lot for a 160,000-sf warehouse at Capote International Business Park in Pharr, Texas.



Robert Tovar

ROLE
Civil | Site Task Lead (Senior Inspector)

EXPERIENCE
33 Years

EDUCATION
High School Diploma, San Diego High School

Robert has extensive experience in utility coordination and inspection. He has been responsible for reviewing plans for adherence to applicable codes and regulations, approving building plans, monitoring construction sites to verify safety regulations and codes are met, maintaining up-to-date records of results from inspections, and presenting written feedback on all findings related to ongoing construction projects.

- **TxDOT Pharr District, US 281, Cameron County TX.** Construction Inspector responsible for the 10-mile roadway widening that included flex base, drainage, embankment, bridges, signing, and pavement markings. Due to extensive wetlands throughout the project, Robert provided continuous monitoring of contractor erosion control devices.
- **TxDOT Pharr District, IH 2 to IH 69 Interchange General Engineering Consultant (GEC), Harlingen, TX.** Construction Inspector responsible for performing SW3P Field Inspections every seven days and 24 hours after receiving a half-inch of rainfall. The findings for each SW3P Field Inspection were summarized into a report for TxDOT.
- **TxDOT Houston District, US 77, Kleberg County, TX.** Construction Inspector responsible for this 7-mile freeway conversion/ reconstruction project. Work items included inspection of bridges, culverts, flex base, asphalt pavement, and environmental elements.



Michael Hammack

ROLE
Utility Conflict Manager Task Lead

EXPERIENCE
23 Years

EDUCATION
High School Diploma, Taylor High School

Mike is the SUE Field Manager overseeing all local SUE efforts. He has experience in designating utilities using all types of geophysical prospecting equipment, locating utilities using non- destructive vacuum excavation, plan review, records requests, estimating, preparing SUE proposals and deliverables, and QA/ QC. Mike is cross trained in survey, inspection, and CADD, providing a streamlined approach and cost savings to his clients, and he is willing to get his hands dirty to solve problems.

- **TxDOT Pharr District, FM 510 SUE, Cameron County, TX.** SUE/Utility Coordinator for this project which involved SUE Levels A through D along FM 510 from FM 1847 to FM 2480 in Cameron County.
- **TxDOT Corpus Christi District, FM 893 SUE, San Patricio County, TX.** SUE/Utility Coordinator for this project which involved SUE Levels A through D along 1.6 miles of FM 893, west of CR 79 to Westwood Drive in San Patricio County.
- **TxDOT Houston District, SH 105 (Conroe to FM 149), Cleveland, TX.** SUE/Utility Coordinator for this project which involved roadway improvements along SH 105 from 10th Street to 2,000 feet east of Scott Road in Montgomery County. Services included Level C/D SUE services for 275,000-lf of utilities; Level B SUE (3D) services for 700,000-lf of utilities; Level A SUE services for 120 test holes; conflict analysis on existing and proposed facilities; coordination and oversight of subconsultant utility coordination, survey, and SUE; and review of relocation plans for compliance with the UAR.



Berenice Chapa, PE

ROLE
Utility Improvements Task Lead

EXPERIENCE
5 Years

EDUCATION
BS, Civil Engineering, Texas Tech University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147965

Berenice is a Professional Engineer with project experience in both the public and private sector. She has provided engineering services for several warehouse, commercial, industrial, and mixed-use developments, as well as roadway and civil engineering services for various cities and municipalities.

- **City of Alton Engineering/Planning, Alton, TX.** Project Engineer for this project which involved preparing a drainage master plan with the purpose to develop a comprehensive evaluation of the existing drainage condition throughout the City by developing an accurate and current understanding of the drainage infrastructure. Data collection and model inventory included gathering, organizing and reviewing of all data provided. H&H models were prepared and utilized to assess flood risk and identify flood mitigation solutions within the drainage master plan area.
- **Crow Holdings, Hardrock Site, Grand Prairie, TX.** Project Engineer for this project which involves a 260,000-sf industrial building on a 12.65-acre site in the southeast corner of Hardrock and Oakdale Road.
- **Stream Realty Partners, Midway Industrial Development Design Services, Haltom City, TX.** Project Engineer for this project which included the development of three cold, dark shell warehouses totaling 490,000-sf, associated trailer yards, access roads, stormwater conveyance and treatment facilities, water, and sewer design.



Kristina Leal, PE, CFM

ROLE
Value Engineering Task Lead

EXPERIENCE
21 Years

EDUCATION
MS, Civil Engineering, University of California at Berkeley

BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #94759

Certified Floodplain Manager: Texas #0943-06N

Kristina brings municipal experience in civil engineering, planning, design, and project management for public agencies and experience in construction management for both public and private clients. This has given her insight into feasibility analysis, preliminary engineering, and project financing.

- **Hidalgo County Drainage District No. 1, New Administration Building, Edinburg, TX.** Construction Manager for a new 10,000-sf administration building as part of an existing facility. The project will consist of private offices, open office areas, breakroom, and conference room facilities for the engineering and administrative staff.
- **Hidalgo County Precinct 1, Flood Assessment, Hidalgo County, TX.** Project Engineer responsible for developing existing conditions models in ICM to identify problem areas and developed proposed conditions models with projects.
- **City of Mission, W&I Resort Water Line Improvements Project, Mission, TX.** Project Manager responsible for the preparation of plans and construction documents to construct a 6-inch water line system along Oleander Street to replace an existing waterline that is failing, the construction of a parallel 8-inch line with two fire hydrants, and the stub out for the future extension of this 8-inch line.



James Russell, RPLS

ROLE
Survey Task Lead

EXPERIENCE
41 Years

REGISTRATIONS | CERTIFICATIONS
Registered Professional Land Surveyor: Texas #4230

James is experienced in boundary surveys, land title surveys, as-built surveys, surveying and document preparation for road/street ROW conveyances, topographical surveys, horizontal and vertical control surveys, route surveying for water, sewer, and gas pipelines, route surveying for electric transmission lines, easement preparation, and construction staking.

- **City of Edinburg, Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services, Edinburg, TX.** Surveyor responsible for surveying services including locating all surface improvements located inside ROW, establishing horizontal and vertical control for design and construction phases, and supplemental topography inside the ROW required for design utilizing the City of Edinburg's datum and coordinate system. A boundary survey, data collection, and review of existing ROW maps, survey information, and conceptual design documents was also performed by Halff.
- **City of McAllen, Edinburg Lateral Improvement, McAllen, TX.** Surveyor responsible for surveying services which included conventional topographic survey collection methods, as well as supplementary Lidar. Sufficient ground elevations were obtained to prepare one-foot interval contour maps throughout the surveyed portions of the project site. All significant trees with a caliper equal to or greater than six inches were located. Boundary surveys were also provided for ROW acquisition purposes.



Lorena Corpus

ROLE
Real Estate Task Lead

EXPERIENCE
21 Years

EDUCATION
High School Diploma, Mission High School

REGISTRATIONS | CERTIFICATIONS
Licensed Real Estate Agent: Texas #658610

Lorena has experience in acquisition services. Lorena started as a contract administrator and has since moved into the Right of Way department. She assists Halff in acquiring parcels and relocation residential and personal properties. She also assists with Project Administration, Negotiation with stakeholders, Title Curative, Closing, Eminent Domain, and Condemnation.

- **City of Edinburg, Canton Road, Edinburg, TX.** Project Manager for this project which consisted of the acquisition of one parcel for drainage improvements. Services included Negotiation, Title Curative, and Closing Support.
- **City of Edinburg, Chapin Road, Edinburg, TX.** Project Manager for this project which consisted of the acquisition of one parcel for bridge improvements. Services included Negotiation, Title Curative, and Closing Support.
- **Sendero Acquisitions, SH 365 Hidalgo County Regional Mobility Authority, Hidalgo County, TX.** Right of Way Agent for this project which involved the acquisition of 50 parcels and four relocations. Services included Project Administration, Negotiation, Title Curative, Closing, and Eminent Domain support.
- **TxDOT Corpus Christi District, US 77, Kleberg County, TX.** Right of Way Agent responsible for the negotiation of the acquisition of 38 ROW parcels and eight relocations for the expansion of the existing ROW to meet current highway standards for US 77.

© Halff - 2023 | Confidential - Do Not Disclose



Greg McFarland, PE

ROLE
Mechanical Systems Task Lead

EXPERIENCE
24 Years

EDUCATION
MBA, University of Nebraska at Lincoln
BS, Mechanical Engineering, University of Nebraska at Lincoln

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #114984

Greg is experienced in implementing and developing projects for various governmental agencies. Greg has developed scopes of work, estimated project costs, created project packages, and coordinated projects which ranged from several hundred thousand to multi-million dollars. He has extensive experience interfacing with contractors throughout projects and working with local staff to implement solutions. He has also been responsible for functional testing and government acceptance inspections along with overall project compliance with codes and requirements.

- **Brasfield & Gorrie, Huntsville Federal Courthouse, Aberdeen, MS.** Team Leader responsible for designing this courthouse based on 2018 P100, 2017 US court design guidelines, Pub 64, and ASHRAE 90.1-2013. Project is LEED gold certified achieving 32% energy efficiency. Halff provided MEP/ICT, and landscape architecture services for a new 3-story, 126,000-sf federal courthouse building that included courtrooms, court support offices, US Marshals, judges' chambers, and detention spaces.
- **US Department of Air Force, BSA RAF Hanger 5, Bexar County, TX.** Project Manager responsible for overall project design. This project involved the renovation of the 30,000-sf office space associated with Hanger 5. Project space will be used to perform aircraft maintenance, and be used as personnel space and a tool area/mechanical room.



Gabriel Benavides, Jr., PE

ROLE
Electrical Systems Task Lead

EXPERIENCE
17 Years

EDUCATION
BS, Electrical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #119255

Gabriel has been involved in electrical engineering design, construction management, and project management for municipalities, government, and commercial facilities. He has acquired extensive experience in power system design and construction administration for building large water and wastewater facilities. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency, and climate consciousness into his designs.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** QA/QC Manager responsible for MEP design, electrical, and ICT systems. This new high-rise building consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Brownsville Public Utilities Board (BPUB), Annex Building, Brownsville, TX.** MEP/ICT Project Manager responsible for the planning, coordination, and design of the project. The new 3-story, 63,000-sf building provided office space to four utility departments: accounting, engineering, information technology (IT), and supervisory control and data acquisition (SCADA).



Luis Hernandez-Nava, PE, WELL AP

ROLE
Plumbing Systems Task Lead

EXPERIENCE
7 Years

EDUCATION
MS, Engineering Management, University of Texas - Rio Grande Valley

BS, Engineering Physics, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147927
WELL AP Certification: # WELL-AP-0000123162

Luis has experience in the engineering design of mechanical and plumbing systems, serving educational facilities raging from K-12 schools through college.

- **Edinburg CISD, Edinburg North High School, Edinburg, TX.** Project Engineer responsible for the design and selection of equipment needed on the condenser water loop, such as cooling tower, pumps, and heat exchangers. This project involves renovating the existing HVAC system with new units that can provide a better efficiency and indoor air quality in the space. Services includes replacing existing chilled and condenser water piping and coordinating new routing with other disciplines, as well as replacing existing cooling towers with new and providing an improved chilled/condenser water distribution system where any pump can serve any chiller at any given time.
- **Texas A&M University - Kingsville, Student Health and Wellness Building, Kingsville, TX.** Project Manager responsible for creating the strategy plan to deliver project in a timely manner, coordination with all disciplines on the design, attending construction meetings, and keeping track of any documents received during construction phase for this project which involves MEP design services and 3D laser scan as-built condition documentation for the building renovation.



Angelica Neira

ROLE
Civil | Site Support

EXPERIENCE
13 Years

EDUCATION
MS, Engineering Management, University of Texas - Rio Grande Valley

BS, Civil Engineering, University of Texas - Rio Grande Valley

BS, Engineering, Purdue University

Angelica is a Civil Engineer and a graduate of ABET-accredited master's in engineering management program. She is backed by successful research experiences and knowledge of engineering theories, principles, specifications and standards. She is also proficient in written and spoken Spanish.

- **Hidalgo County, Juvenile Center Demolition, Hidalgo County, TX.** Project Engineer for this project which involved the demolition of an existing juvenile detention building. The project involved coordinating with electrical company and electrical design team to maintain electricity to adjacent building where electricity was provided from panel in building that was being demolished.
- **Hidalgo County Commissioner's Court, Bus Shelters Project, Hidalgo County, TX.** Project Engineer for this project which involved topographic survey, civil design, and construction phase services for five bus shelter areas with accessible parking spaces.
- **Terracor Real Estate Services, Mission Plaza Development Lot 1, Mission, TX.** Project Engineer for this project which involved a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas.



Matias Ramos, EIT

ROLE
Civil | Site Support

EXPERIENCE
2 Years

EDUCATION
BS, Civil Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #74801

Matias is a Civil Engineer with experience in the public sector, including several municipalities and TxDOT. He has worked on several projects that have included roadway design, PS&E, and mobility studies.

- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.**
  Project Engineer responsible for assisting with the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **TxDOT Pharr District, IH 2 to IH 69 Interchange General Engineering Consultant, Harlingen, TX.**
  Project Engineer responsible for assisting with the reconstruction of the existing interchange of US 83 and US 281 to new interstate standards for IH 2 (US 83) and IH 69C (US 281) and adding additional capacity with new direct connectors.
- **TxDOT San Antonio District, SH 16 Corridor Study (Bandera Road), Bexar County, TX.**
  Project Engineer for this project. The SH 16 (Bandera Road) project extends from I-410 to Loop 1604, a distance of 6.5 miles. This divided urban four- to six-lane signalized arterial is the 8th most congested road in the San Antonio region and one of the top 100 congested roadways in Texas. The proposed project will improve mobility, safety, and connectivity while reducing congestion.



Mark Cantu, EIT

ROLE
Utility Improvements Support

EXPERIENCE
3 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #71336

Mark is a Graduate Civil Engineer with experience in the public and private sectors. He has worked on several projects that have included drainage improvements, flood assessments, and roadway design for a multitude of clients.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.**
  Project Designer responsible for the design of the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.**
  Lead Engineer responsible for civil engineering tasks for the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for this project which consists of a 2.86-mile extension of Bicentennial Boulevard from Trenton Road to SH 107 and involved the construction of a new four-lane undivided urban roadway. Construction documents and technical specifications were developed for the project.

© Halff - 2023 | Confidential - Do Not Disclose



Joe Flores

ROLE
Utility Improvements Support

EXPERIENCE
5 Years

EDUCATION
BS, Mathematics and Civil Engineering,
University of Texas - Rio Grande Valley

Joe is a Graduate Civil Engineer focused on water/ wastewater projects including pipelines and treatment. Joe brings two years of experience from working for McAllen Public Utilities. His well rounded experience includes projects with drainage improvements, flood assessments, water/wastewater lines, and construction oversight of a water treatment plant.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **Hidalgo County Drainage District No. 1, Delta Region Water Assessment, Hidalgo County, TX.** Lead Engineer responsible for this project. The goal of this Delta Region Water Management Project (DRWMP) is to divert waters from the North Main Drain and the Main Floodwater Channel into reservoirs for reuse, while also providing a flood control benefit.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.** Project Engineer responsible for assisting with the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.



LeRoy Martinez, PE

ROLE
Mechanical Systems Support

EXPERIENCE
4 Years

EDUCATION
BS, Mechanical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #150870

Leroy joined Halff as a Graduate Engineer in September 2019. Leroy transitioned from the retail industry where he had 20 years of experience, 12 of those years as store director. His current responsibilities include mechanical design calculations and the preparation of MEP construction documents.

- **Edinburg CISD, Edinburg North High School, Edinburg, TX.** Project Manager for this project involves renovating the existing HVAC system with new units that can provide a better efficiency and indoor air quality in the space.
- **McAllen ISD, Nikki Rowe High School HVAC Improvements, McAllen, TX.** Project Manager contracted to provide MEP services for the replacement of air handling units and fan-coil units at Nikki Rowe High School. Work included field survey, demolition plans, design of a new HVAC systems and electrical support for replacement units, preparation of bid documents, bid evaluations, and construction administration.
- **McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.** Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.

© Halff - 2023 | Confidential - Do Not Disclose



Dean Lizzotte, EIT

ROLE
Mechanical Systems Support

EXPERIENCE
5 Years

EDUCATION
BS, Mechanical Engineering, University of Texas Permian Basin

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #73290

Dean is experienced in HVAC design for both renovation and new construction projects. He has worked with various clients such as K12 School Districts, universities, and federal agencies such as the GSA.

- **Noble/Texas A&M Kingsville, Design Build Services/Deferred Maintenance, Kingsville, TX.** Mechanical Engineer for a comprehensive upgrade featuring a new chilled water campus utility loop servicing 30+ buildings with increased system resiliency and energy efficiency. The HVAC component involves replacing multiple air handling units, gas-fired boilers, and cooling towers, integrating BACnet controls for optimal energy management.
- **Edinburg CISD, South Middle School, Edinburg, TX.** MEP Designer responsible for the load calculations, piping designing, and equipment selections to be updated to hydronic heating throughout the campus. Halff was contracted to update various sections of the HVAC for the school.
- **McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.** Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.



Guadalupe Rodriguez, III, EIT

ROLE
Electrical Systems Support

EXPERIENCE
3 Years

EDUCATION
BS, Electrical Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #74826

Guadalupe is an Electrical Designer with experience in wiring diagrams, panel elevations, substation layouts, AC/DC schematics, and grounding grids. Since joining Halff, he has been involved in electrical engineering design for municipalities, government, and commercial facilities.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **Brasfield & Gorrie, Huntsville Federal Courthouse, Aberdeen, MS.** Project Engineer responsible for assisting with the MEP/ICT services for a new 3-story, 126,000-sf federal courthouse building that included courtrooms, court support offices, US Marshals, judges' chambers, and detention spaces.
- **US Department of Air Force, BSA RAF Hanger 5, Bexar County, TX.** Project Engineer responsible for assisting with construction documents and construction administration for this project which involved the renovation of the 30,000-sf office space associated with Hanger 5. Project space will be used to perform aircraft maintenance, and include personnel space and a mechanical room.



Eddie Martinez

ROLE
Plumbing Systems Support

EXPERIENCE
23 Years

EDUCATION
AAS, Drafting and Design,
Texas State Technical College

Eddie brings 23 years of experience in designing plumbing systems for private and public projects. His experience extends to construction oversight of plumbing systems, reviewing product submittals, and responding to RFIs during construction.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** Plumbing Engineer for this new high-rise building which consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Hidalgo County Commissioner's Court, Sheriff's Office Jail Boiler Replacement, Edinburg, TX.** Plumbing Engineer for this project which involved replacing the domestic water boiler with a 6,800 MBH non-condensing boiler skid package for the facility. Plumbing design included new boiler skid package with four 1,700 MBH natural gas boilers, specifying new domestic cold/hot water piping, vent piping, and natural gas piping for retrofit.
- **Texas A&M University Kingsville, MSUB and Cousin Hall Plumbing Line Replacement, Kingsville, TX.** Plumbing Engineer for this project which involved the replacement of an aging, cast iron plumbing system located in a sub-floor cavity of two existing buildings. New system utilized PVC and hubless clamps to tie to existing waste and vent lines.

Our people are individuals with diverse, yet complementary, professional backgrounds. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

© Halff - 2023 | Confidential - Do Not Disclose

We improve lives and communities
by turning ideas into reality.

Halff
5000 West Military Highway, Suite 100
McAllen, TX 78503
956.664.0286
halff.com

RO ENGINEERING, PLLC

Statement of Qualifications

City of Edinburg

December 11, 2023

Professional Engineering Services

PROJECT MANAGEMENT AND ENGINEERING FOR THE GREATEST VALUE TO OUR CUSTOMERS

City of Edinburg

#2024-1
Project Management Services
Due on December 12, 3:00 PM

ENGINEERING, PLLC
www.ro-engineering.com

RO ENGINEERING | 2705 E DAVIS RD.|SUITE A| EDINBURG, TX 78542
T 956 292 3336 | RO-ENGINEERING.COM
RENE R. OLIVAREZ, P.E., CSSGB
R.OLIVAREZ@RO-EGINEERING.COM

TABLE OF CONTENTS

1. COVER LETTER 2

2. FIRM INFORMATION 3

3. MANAGEMENT TEAM 4

4. EXPERIENCE 6

5. REFERENCES 10

6. LICENSES, CERTIFICATIONS & INSURANCE POLICIES 11

December 11, 2023

City of Edinburg
415 W. University Dr.
Edinburg, TX 78540

RE: Project Management Services

Thank you for the opportunity to submit our Statement of Qualifications which highlights some of our public project experience for your review and consideration.

We are confident that we can provide the City of Edinburg with our professional management and engineering services. Our team has the capability to manage and perform Mechanical, Electrical, Plumbing & Civil Engineering. We have worked with construction contractors as a design team and construction managers which include their expertise on timing, sequencing, materials, and constructability on more than one-third of our projects. We are skilled at specifications development and bidding for competitive sealed proposals (CSP) for the customary smaller and straight-forward projects. With in-house integrated design and construction administration, our staff can ensure construction occurs as the construction documents intend. We are prepared to begin working with and represent the City of Edinburg on current and future projects.

At the core of RO Engineering, project management planning steers with the end in mind. We serve our stakeholders with the best quality control, time management, problem solving skills and establishing strong communications which have created the pathway to trust our name. Having executive oversight and insight into projects is key when working with a developed project road map to quickly get up to speed on what is happening at any point.

We have the experience and knowledge to manage and understand high quality, highly coordinated drawings because our in-house engineering and construction services work side-by-side under one roof. Coordination and time savings start the minute our computers turn on. If a construction or design issue comes up, all parties can verify immediately in lieu of an email, phone call or travel. We communicate to our Owner(s) directly and document each of our field visit observation reports that include photographs, plans for any on-site clarifications, document conversations and decisions and document the overall progress of the work.

LOCAL FIRM

As a business owner, we have worked in the valley for over 25 years, made Edinburg our home and placed our businesses offices in Edinburg.

My Firm is located at:

2705 E Davis Rd. | Suite A | Edinburg, TX 78542

COMMITMENT TO PROJECT BUDGET

RO Engineering management team is committed to controlling the costs and keeping projects within budget. We have previously demonstrated on all our projects to be budget sensitive and provide our customers with the best possible budget and provide quality and customer satisfaction.

Furthermore, our office staff reviews and tracks all the costs being expensed during the project. We work together with the City Engineer so that vendors will be paid in accordance with the percentage of completion of the project.

A bookkeeping auditor provides a monthly review of our books to ensure the accuracy of our finances. Our CPA provides an annual review of all books to ensure all transactions are accurate, tied to a quote, invoice, W9 and have supporting documentation. Our bonding agent and surety reviews our books on a quarterly basis and any questions can be addressed by our CPA.

For this reason, we are confident that we can be trusted to be transparent and capable of controlling all project costs.

PROFESSIONAL DELIVERY

RO Engineering proposes to use its in-house design team to provide engineering services for projects. Our team includes designers and construction managers who will work together to provide efficient delivery of projects with transparency and trust. We collaborate with our engineers, architects, and owners to provide professional management services that build on our developed teamwork model.

RO Engineering communicates and correspondence will be achieved most efficiently and effectively. We propose to have bi-weekly meetings with the owner to keep them abreast of the design and construction progress. RFI's, Submittals, Payment applications, construction schedule changes will be reviewed addressed during the meetings to ensure the project is on schedule and on budget.

Should you need additional information or have any questions, please do not hesitate to contact me at 956.292.3336. I will serve as the contact person to provide any clarification required and will serve as the authorized person to conduct final contract negotiations on behalf of RO Engineering, PLLC.



Sincerely,

Rene R. Olivarez, P.E., CSSGB | Principal

RO Engineering, PLLC (ROE) Parent Company
Renoworks-Facility Solutions, LLC (sister company)
Quantum-Mechanical Contractors, LLC (sister company)

RO Engineering, PLLC was founded on November 25, 2009, by Rene R. Olivarez, P.E. Rene started the firm after practicing for 20 years with other engineers on a variety of engineering and construction projects overseeing budgets, facilities, personnel, and quality control documentation daily in decision making. His management and quality control skills give him the edge to provide customers the valued service which focuses on critical paths in construction, as a designer decision maker, providing analytical data and quality service as an owner's representative. He has traveled and visited other manufacturing quality control plants and has been extensively involved in conferences and meetings with stake holders and engineers that have provided technical, budget cost concerns and knowledge to quantify and provide quality engineering specification designs.

Vision
To be recognized for our project success and the value we deliver to our customers.

Company Mission
At RO Engineering, we strive to deliver the highest quality of professional engineering and construction management services by focusing on innovative & cost-effective solutions, quality, delivery on time, and customer service. We conduct our business with integrity and hard work and strive to build long-term relationships with our customers.

Values
We value the Voice of the Customer, Safety, Quality, delivery on-time, Customer Service, Innovative and Cost-effective Solutions, Teamwork, and Excellence.

Firm Name and Location
RO Engineering, PLLC
2705 E. Davis Rd.
Edinburg, TX 78542
Phone: o. (956) 513-1849 or m. (956) 292-3336
Email: r.olivarez@ro-engineering.com
Website: www.ro-engineering.com

Company Information and Background
RO Engineering PLLC, a Professional Limited Liability Company was established on November 25, 2009, in the State of Texas and is owned by Rene R. Olivarez, P.E. The Firm is registered with the State of Texas under Registration No. F-12179.

Non-Discrimination Statement
RO Engineering does not discriminate against any employee or applicant based on race, religion, sex, national origin, or disability.

Rene R. Olivarez, P.E. | Principal & Project Manager



The following is a brief description of the firm's key staff and their areas of expertise:

Rene R. Olivarez, P.E. | Principal and Lead Project Manager
Board of Professional Engineers & Land Surveyors #102302
Texas Department of Insurance Registration: RME-G-2353934
TDLR HVAC License: TACLA #100226E

Mr. Olivarez is a Hispanic American and a graduate of Edinburg High School and obtained a Bachelor of Sciences from the University of Texas Pan American. He received his license as Professional Engineer from the Texas Board of Professional Engineers. He has extensive knowledge in energy conservation, construction supervision, estimating, and business quality control. His experience includes energy studies & procurement, preparation of engineering plans and specifications, grant writing, bidding and contractual processes, construction management, facility assessments, board presentations, private and public infrastructure projects. Mr. Olivarez has a strong management background having direct oversight of Edinburg CISD's Maintenance & Facilities Department. He also previously worked for General Electric Motors & Controls Manufacturing for 10 years in Quality Control. He has a license as a Professional Engineer, HVAC Contractor License, RME-G Fire Sprinkler License and is certified in Six-Sigma.

EDUCATION
Bachelor of Sciences from the University of Texas Pan American
High school diploma from Edinburg High School

LICENSURE & CERTIFICATIONS
Professional Engineer, License No. 102302
Fire Sprinkler License, License No. RME-G-2353934
HVAC Contractor License, License No. TACLA100226E
Six Sigma Black Belt Trained / Six Sigma Green Belt Certified
Mold Remediation Contractor
Quality Control Auditor

MEMBERSHIP
City of Edinburg Board – Planning and Zoning Member
City of Edinburg – Chamber of Commerce Ambassador
Rio Grande Valley-AGC – Member
Lion Club Member- Edinburg Chapter
Living Word EFC- Building Consultant and Active Member
Edinburg Schools- Parent Volunteer
UTRGV – Alumni

WORK HISTORY
2019-Present, Principal of Quantum-Mechanical Contractors, LLC
2018-Present, Principal of RENOWORKS, LLC
2009/2014-Present, Principal of RO Engineering, PLLC
2008-2014, District Engineer for Edinburg Consolidated Independent School District
1997-2008, Quality Management at General Electric Motors & Controls, Reynosa MX

PROJECTS WITH RO ENGINEERING, PLLC

2022	$90K	Hidalgo County PCT.4 Head Start Parking Improvements
2022	$65K	Hidalgo County PCT.4 CM for Two Waste Collection Sites
2021	$45K	Hidalgo County PCT. 4- San Carlos Bus Shelter
2021	$2.2M	Edinburg CISD, Secured Entrances at 30 Campuses
2020	$500K	City of Elsa, Elsa Pacific Trails
2020	$170K	ECISD, Boiler Replacements
2020	$150K	ECISD, Zavala Elementary Gym HVAC Replacements
2020	$200K	City of Edinburg, Onsite Standby Generator for Wastewater Plant
2020	226K	City of Edinburg, Downtown Water Plant Electrical Improvements
2019	$226K	City of Edinburg, Downtown Water Plant Electrical Improvements
2019	$5.5M	ECISD, Hargill Elementary Classroom Renovation
2019	$5.2M	City of Edinburg, Edinburg Transit Terminal
2019	$875K	City of Pharr, City of Pharr HVAC Replacements City Wide
2019	$165K	City of Pharr, Pharr Sports Complex & Witten Park Sports Lighting
2019	$450K	City of Edinburg, Los Venados Booster Station
2018	$270K	Edinburg CISD, Barrientes CTE Welding Shop
2018	$368K	Mission CISD, Mission High School Tennis Court Lights & Canopy
2017	$1.22M	City of Edinburg, Edinburg Police Dept. Training Facility
2017	$250K	Edinburg CISD, Edinburg North HS Boys Athletic Lockers Renovation
2017	$240K	City of Edinburg, Pump Station No.1 Standby Generator
2017	$620K	Edinburg CISD, Edinburg North HS Cooling Tower Replacement
2016	$12.8M	Weslaco ISD, Weslaco ISD Energy Conservation Project
2015	$265K	City of Edinburg, Dustin M. Sekula Library Standby Generator
2015	$205K	Mercedes ISD, Demolition and reconstruction of Stadium Bleachers



Norma Catalina, M.Ed. | Administrative Project Coordinator

Mrs. Norma Catalina manages the company's day-to-day operations and is a senior executive. She's obtained a Bachelor's in Education and holds a Master's in Educational Leadership both from the University of Texas – Pan American. Her 24 years of experience in public education gives her an edge in dealing with our public-school clients. Norma's primary responsibilities cover all aspects of construction administration, ensuring that all technical requirements of contracts are attained and executed. She assists in setting up the contract content and keeping all records regarding the contracts such as award, any modifications, notices to proceed, etc. She maintains project logs and ensures that all subcontracted work is sent out and comes back completed and on-time. Track costs and provide quality control of the firm's documentation (i.e., AIA documentation). She will ensure all invoices are paid on time, keep track of submittals, RFI's, field reports and safety logs. She drives the warranty documentation and close out binders of each project. She ensures all warranty documents, lien releases are properly compiled and delivered to the owner, all punch list items are completed, and documents properly signed and filed. Norma is known for her ability to multi-task and on average manages eight projects simultaneously. Her skills with people allow her to maintain good public relations with clients both in English and Spanish.

EXPERIENCE

2019 – Current – Quantum Mechanical Contractors – Administrative Project Coordinator
2019- Current – RENOWORKS, LLC – Administrative Coordinator and Construction Manager
2018- Current – RO Engineering, PLLC – Administrative Coordinator
2014-2019 Edinburg CISD, Asst. Principal at Memorial Middle School
2010-2013 Edinburg CISD, Asst. Principal at Harwell Middle School
2007-2010 Edinburg CISD, Curriculum Assistant Canterbury Elementary
2005-2007 Edinburg CISD, Curriculum Assistant Cano-Gonzalez Elementary
1997-2005 Edinburg CISD, Teacher and Curriculum Writer

EDUCATION

South Texas College, Construction Superintendent Certificate 2021
Masters in educational leadership, University of Texas Pan American, 2004
Bachelor's in education, University of Texas Pan American, 1997
Rio Hondo HS Graduate 1991

MEMBERSHIPS AND TRAINING

Member of AGC (Associated General Contractors, Harlingen TX)
AGC-RGV - Co-Chairwomen with Women in Construction
Edinburg Chamber of Commerce Ambassador Member
City of Edinburg Community Development Council Board Member
STC Construction Superintendent Leadership training
UTRGV – Alumni
STPA SBDM Committee Member

SKILLS

Construction Administration, Bilingual and Biliterate, Marketing
Quick Books software, financial reports (i.e., P&L, WIP, Balance Sheets)



David R. Rivera | Mechanical Designer

Mr. Rivera graduated from UTRGV in electrical engineering. He has demonstrated a history of working in civil engineering and engineering electrical studies. His skills include AutoCAD, AutoCAD MEP, Revit, Visual 3D, and PSpice. He has worked on site layouts, commercial, MEP and Electrical projects and design; construction management, inspections, permits and cost estimates. Mr. Rivera has monitored project progress and ensures specifications and safety standards throughout the construction engineering projects he has worked on.



Pedro Rodriguez | Plumbing Designer

Mr. Rodriguez has 16+ years of experience in plumbing, mechanical and electrical. He has worked in MEP design for K-12, higher education, health care, Industrial, commercial, and residential. He has extensive knowledge of working with BIM, Auto CAD, Revit, Navisworks, 3D modeling and other software. Mr. Rodriguez has also served as a construction administrator for other firms in the past. He has overseen the development of design on Design-Build projects and worked on Value-Engineering (VE) and Constructability Studies. Mr. Rodriguez will be involved in the technical review of construction documents and construction administration.



Hector Montoya | Electrical Designer

Mr. Montoya is an electrical designer with over 20 years of design and industrial work. He graduated from the Institution of Computer Administration in Monterrey, Mexico. He is proficient in AutoCAD, Revit, BIM, and other software programs. He has overseen the development of design on Design-Build projects and worked on Value-Engineering (VE) and Constructability Studies. He has worked with big company projects within electrical design (i.e., CEMEX, Monterrey Casino, Chihuahua Airport, Water Treatment Plants). His experience and quality control are demonstrated in his electrical designs. Mr. Montoya has monitored project progress and ensures specifications and safety standards throughout the construction engineering projects he has worked on.



Luis Alvarez | Mechanical Project Manager

Mr. Alvarez has experience in construction working in Mexico. He has a strong background in construction with a specialty in electrical construction trades, managing personnel, estimating costs, field reporting and working with subs. He has worked on site layouts, commercial, MEP and Electrical projects and design; construction management, inspections, permits and cost estimates. He understands quality control and demonstrates knowledge working with subs and staying under or on budget. He will provide oversite of all workers on site and ensure they are working safely and efficiently in sync with the construction schedule. He will ensure all materials are delivered to the site along with the necessary equipment for construction. He has learned how to effectively communicate with subcontractors and construction workers effectively and respectfully.



Joe De La Fuente | Project Manager

Mr. de la Fuente has over 15 years' experience and is a skilled professional with experience in supervisory, project management, civil work and individual contributor roles within large corporations and small businesses. He has managed multimillion dollar projects coordinating with all trades, developing good faith with project owners, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. He has managed day to day operations for planning, bidding, and executing contracts, submittals with a follow-thru on orders. His direct contact with customers and engineers to ensure a quality product is what makes him a professional on our team. He is very thorough and pays attention to details. He is professional in his work and shows respect toward clients and employees.

Robert Reyna | Construction Superintendent



Mr. Reyna has over 30 years' experience in construction working in the state of Texas. He has a strong background in construction with a specialty in Fire Protection, masonry and concrete, MEP and various other construction trades. He will provide oversite of all workers on site and ensure they are working safely and efficiently in sync with the construction schedule. He will ensure all materials are delivered to the site along with the necessary equipment for construction. He has learned how to effectively communicate with subcontractors and construction workers effectively and respectfully. He is adept at eliciting and providing information in a timely and professional manner that ensures the construction moves forward smoothly. His experience covers public and private sectors from small renovations and rehabilitation to commercial and large public buildings.



Karla Tavarez | Accounting Bookkeeper

Ms. Tavarez has over 15 years of experience in financial record keeping. Her experience is in construction accounting, data entry, and maintaining financial records. She has worked at Texas C&S Investments as an internal/external auditor that is responsible for development and implementation policies, procedures of internal systems. She works directly with the project estimator and is responsible for recording, classifying financial transactions and maintaining financial reporting. She develops positive relations with vendors and generates construction cost reports.

Teresa Puente | Assistant Accounting Bookkeeper

Mrs. Puente has over 25 years of experience in bookkeeping. Her experience is in construction accounting, value engineering, data entry, and maintaining financial records. She works directly with the project coordinator and estimator and tracks financial reporting. She develops positive relations with vendors and generates construction cost reports.

Organizational Chart

RO ENGINEERING, PLLC
Engineering & Construction Management
www.ro-engineering.com



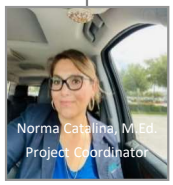
Hector Montoya
Electrical Designer

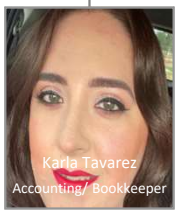
David Rivera
Mechanical Designer

Pedro Rodriguez
Plumbing Designer











ENGINEERING PROJECTS

Hidalgo County, Health Clinic Renovation Project – Weslaco, TX – MEP Engineer on record for design of renovations of clinic. Scope of work to survey existing conditions of floor plan and schematic design and provide engineering plans and specifications required for bidding. (in progress)

Hidalgo County, Health Clinic Renovation Project – Edinburg, TX – MEP Engineer on record for design of renovations of clinic. Scope of work to survey existing conditions of floor plan and schematic design and provide engineering plans and specifications required for bidding. (in progress)

City of McAllen, Kappler Park – MEP Engineer on record. Scope of work to survey electrical service entrance, provide electrical for park restrooms, gazebo receptacles and lighting and solar lighting sealed engineering plans and specifications; provide plumbing sealed engineering plans and specifications. (in progress)

Hidalgo County, Hidalgo County Facility Management Offices – MEP Engineer on record. Scope of work to survey existing conditions, providing and adding six offices in the existing open space within the building and provide sealed electrical, mechanical, and plumbing plans and specifications. (in progress)

City of Pharr, TDRI Office and Warehouse – MEP Engineering on record. Scope of work to survey existing conditions of a proposed office and warehouse that includes 1540 SF with two bathrooms and 3000 SF dry warehouse storage; provide mechanical, electrical, and plumbing engineering services. Provide mechanical, electrical, and plumbing sealed engineering plans and specifications.

City of Edinburg, Ace Building – MEP Engineer on record. MEP Commissioning Services for ACE Building. Prepare a project commissioning plan, review design, and supervise commissioning, compile commission report data for the owner. (in progress)

Hidalgo County PCT 4, Two Waste Collection Sites - Construction Manager to review design and specifications. Coordinate between the design engineer and geotechnical. Review estimated cost of construction and assist in negotiating a fee with the general contractor and attend bi-weekly meetings and periodic inspections with field reports and photographs. (Est. 7/23, Est. Cost $1.2M)

City of Weslaco, Weslaco Signage - MEP Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

City of Parr, Pharr Town Oasis Lighting – MEP Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

Hidalgo County PCT 1, Hargill, TX – Engineer of record for design of street solar lighting improvements at Hargill, TX. Scope of work to survey existing conditions to place light poles, review land street mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles, provide structural engineering plans for concrete foundation, provide traffic control in accordance of TXDOT standards and provide engineering plans and specifications required for bidding. (Est. 3/22, Est. Cost $270K)

Hidalgo County PCT 4, Head Start Parking Lot Improvements, TX - Engineer of record for design of civil, surveying, structural and MEP and ADA review for head start parking lot improvements. Scope of work of Hidalgo Co Head Start Parking Lot Improvements include new paving and TXDOT standards, provide engineering plans and specifications required for bidding. (Est. 3/23, Est. Cost $440K)

Hidalgo County PCT 4, San Carlos, TX - Engineer of record for design of civil, surveying, structural and MEP and ADA review for head start parking lot improvements. Scope of work of Hidalgo Co Head Start Parking Lot Improvements include new paving and TXDOT standards, provide engineering plans and specifications required for bidding. (Est. 1/22, Est. Cost $440K)

PSJA ISD, Cesar Chavez Elementary School – Engineer of Record for design of MEP kitchen hood design. (Completion 9/22 Est. Cost 5K).

Edinburg CISD, Tennis Court Sport Lighting – Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

Move It Storage – Electrical Design Services, Harlingen, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 5/22, 4K).

Move It Storage – Electrical Design Services, San Benito, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 3/22, 4K).

Move It Storage – Electrical Design Services, La Feria, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 6/22, 4K).

Construction Professional Services, Donna, Texas – Civil Engineer, Fire Protection Consultant, MEP Engineer and Construction Management for projected project within school district, (Est. Completion 2022)

Edinburg CISD, Secured Entrances, Edinburg TX – Engineer of record for design of secured entrances districtwide. Scope encompassed motorized gates with RFID access at all bus loops, wireless keypad at teacher parking and access control at main entrance of school at 30 Elementary schools. Our scope of services will include electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 03/21, Est. Cost $1.2M)

Edinburg CISD, Escandon Elementary Gym HVAC Replacements, Edinburg TX – Engineer of record for replacement of (4) 7.5 Ton split systems at Escandon Elementary gym. Our scope of services will include mechanical and electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/21, Est. Cost $160K)

City of Elsa, Elsa Pacific Trails, Elsa, TX – Engineer of record for design of Mechanical, Electrical and Plumbing of a new park trail lights and HVAC install design for new park public restrooms. (Est. Completion 12/20, Est. Cost $500K)

Hidalgo County PCT 4, Design and Construction of Rio Delta Bus Shelter, Edinburg, TX – Engineer of record to design sidewalk and install shelter off Highway 107 and 86th street in San Carlos, install a 4 ft sidewalk from shelter to the WIC Clinic behind the Head Start Building and a 4 ft concrete handicap ramps. (Est. Completion 02/21, Est. Cost $34K)

City of Edinburg, Onsite Standby Generator for Wastewater Plant Orbal Generator, Edinburg TX – Engineering services to survey equipment onsite, verify existing electrical conditions, provide engineering plans and specifications required for bidding, provide construction management from commencement to completion of the project, review submittals, operations, and warranty documents. (Est. Completion 6/20, Est. Cost $200K)

Edinburg CISD, Zavala Elementary Gym HVAC Replacements, Edinburg TX – Engineer of record for replacement of (4) 7.5 Ton split systems at Zavala Elementary gym. Our scope of services will include mechanical and electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/20, Est. Cost $150K)

Edinburg CISD, Boiler Replacements, Edinburg TX – Engineer of record for replacement of (2) boilers for HVAC system at Memorial Middle School. Our scope of services will include mechanical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/20, Est. Cost $170K)

City of Edinburg, Downtown Water Plant Electrical Improvements, Edinburg, Texas – Engineer for replacement of motor control centers and lighting for the Downtown Water Plant in Edinburg TX. Gear controls the clarifiers, mixers, and pumps. (Est. Completion 1/20, Est. Cost $226K)

City of Edinburg, Pump Station No.1 Standby Generator, Edinburg, Texas – Engineer and project manager for replacement of 300kVA standby generator at Pump Station No.1 which serves 3 utility pumps, 150HP, 100HP, and 50HP. We also coordinated the burial of 140LF of overhead power line with AEP and installation of new transformer on concrete pad. (Est. Completion 12/17 Est. Cost $240K)

Edinburg CISD, Hargill Elementary Classroom Renovation, Edinburg, Texas – Engineer Project scope includes addition of ten classrooms and renovation of existing facility. Project will undergo in phases. First phase includes an assessment of existing facility and renovation. RO Engineering was contracted as the consultant by Architect of record Negrete & Kolar Architects. (Est. Completion 12/19, Est. Cost $5.5M)

City of Edinburg, Edinburg Transit Terminal, Edinburg, Texas – Mechanical Engineer for construction of new two story 18,000 SF facility that will serve as a Transit Terminal for the City of Edinburg. The HVAC System included DX package units and split systems. Plumbing systems include sewer and grease waste, domestic water, small pump for elevator, and instantaneous water heaters. RO Engineering was contracted as MEP consultant by Architect of record Negrete & Kolar Architects. (Est. Completion 5/19)

City of Edinburg, Los Venados Booster Station, Edinburg, Texas – engineer for replacement of pumps and electrical panels for 129,000-gallon water tank serving Los Venados Subdivision. Existing booster tank, pumps and piping will be demolished and replaced with new tank, pumps and electrical. (Est. Completion 5/19, Est. Cost $450K)

City of Pharr, City of Pharr HVAC Replacements City Wide, Pharr, Texas – Mechanical Engineer for assessment of the city's building HVAC systems. Prepared mechanical designs to replace and upgrade HVAC systems to higher efficient units with new building automation systems. HVAC improvements were proposed for the Pharr Police Department, Memorial Library, Pharr International Bridge, and Tierra Del Sol Golf Course building. (Est. Completion 5/19, Est. Cost $875K)

City of Pharr, Pharr Sports Complex & Witten Park Sports Lighting, Pharr, Texas – Electrical Engineering services provided for replacement of existing sports lighting. Prepared electrical designs for new LED sports lighting at Witten Park and Pharr Sports Complex. A total of 23 wood poles and 95 sports lights were removed at Sports Complex and 16 wood poles and 62 sports lights were removed at the Witten Park and replaced with 14 new concrete poles and 163 new LED sports lights at Sports Complex and 7 new concrete poles and 90 new LED sports lights at Witten Park. (Est. Completion 2/19, Est. Cost $165K)

Edinburg CISD, Edinburg North HS Cooling Tower Replacement, Edinburg, Texas – Engineer for replacement of (3) cooling towers, (3) Pumps, and new piping at the Edinburg North High School. Three new Evapco towers were 500 tons each with two 30 HP pumps and one 10 HP pump serving existing chillers. New pipe was converted from steel to schedule 80 PVC pipe with new valves. New towers included walkway, frequency drives, and replacement of all electrical wires and disconnects. (Est. Completion 6/17, Est. Cost $620K)

City of Edinburg, Dustin M. Sekula Library Standby Generator, Edinburg, Texas – Engineer and project manager for replacement of 500kVA standby generator at Dustin M. Sekula Library. The generator included a 48hour fuel tank and a CMU enclosure with stucco finish. Construction documents were provided and contracted Metro Electric as the contractor. (Est. Completion 10/15)

Weslaco ISD, Weslaco ISD Energy Conservation Project with Savings Guarantee, Weslaco, Texas – Project Manager & Independent 3rd party engineer for energy conservation project with savings guarantee for the Weslaco ISD. After one-year savings were calculated to be $698,683.31. During the design and buildout, we reviewed contract documents, reviewed savings calculations, payment applications, project schedule, RFI, Submittals, performed site inspections, reported findings to the board of trustees. Project scope included redesign, retrofit, and commissioning of HVAC systems at Weslaco High School, East High School, Mary Hoge Middle School, B. Garza Middle School, Cuellar Middle School, Margo Elementary, Ybarra Elementary, Roosevelt Elementary, Sam Houston Elementary, Gonzalez, Elementary, Sylva Elementary, CATE, Central Middle School, and the Aquatic Center. HVAC Systems included DX package units (Est. Completion 2/16, Est. Cost $12.8M)

City of Alamo, Solar LED Street Lights, Phase 2, Alamo, Texas – Engineer for installation of 40 solar LED streetlights on the west side of Tower Rd. from Business 83 to Nebraska Street which covered approximately one mile. Included photometric lighting design, topographical survey, site plan, and construction administration. RO Engineering served as the engineering consultant to Enviro Group Solutions. (Est. Completion 2/16, Est. Cost $384K)

La Joya ISD, Leo J. Leo Middle School, La Joya, Texas – Engineer for Quality Control Inspection of installation of HVAC Improvements at Leo Middle school and made recommendations to owner in a field report. (Est. 2015)

La Joya ISD, JD Salinas Middle School, La Joya, Texas – Engineer for Mechanical & Electrical construction plans for reheat design for gym and library at Salinas Middle School. (Est. 2015)

CONSTRUCTION PROJECTS
(DBA Renoworks, DBA Quantum-Mechanical Contractors)

Hidalgo County PCT 4, Alfonso Flores All Star Park Flag Wall (in progress) - General Contractor & Project Coordinator (DBA Renoworks, LLC). General Contractor to install a 752 SF concrete slab and sidewalk, including plaster with stucco, installation of new signage, installation of 3 flag poles and new electrical for exterior lighting. (Est. 70K)

City of Edinburg, Installation of 2 New Bridges at Ebony Hills Golf Course - General Contractor & Project Coordinator (DBA Renoworks, LLC). Purchase of two pre-fabricated bridges and installation of bridges at Ebony Hills Golf Course (Est. 482K)

Brownsville ISD, Villa Nueva Elementary School HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entail demolition and installation of 4 roof top package units: new condensers and piping and electrical (Est. Cost. $980K)

La Joya ISD, Chavez & Memorial Middle Schools HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entails demolition and installation of new installation of ductwork, new electrical, new VAV, new dampers and grills, new piping and installation of 2 new chillers and 8 new AHU's, 44 VAV boxes, piping and at Memorial: installation of 2 new chillers and 7 new AHU's, 39 VAV boxes, piping and electrical at Chavez. (Est. Cost. $6.8M)

La Joya ISD, Corina Pena Elementary School HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services to install one new chiller, 7 new MAU's, new concrete pads, new piping and electrical: mechanical accessories and controls. (Est. Cost $1.4M)

La Joya ISD, EB Reyna & Escandon ES Schools HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entails demolition and installation of new HVAC units; install six – 10 Ton; install two-30 Ton; install three-4 Ton; install five- 12-15 Ton and install five – 4 Ton units. Furnish and install ductwork; refrigerant and condensate lines at schools and mechanical devices; new electrical and piping; install new breakers; and controls. (Est. Cost $1.9M)

Edinburg CISD, Freddy Gonzalez Elementary School HVAC Improvements (*at punchlist*) – General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services for Freddy Gonzalez; demolition and installation 41 new DX units; new electrical and piping; install new breakers; install ductwork and controls. (Est. Cost $1.3M).

La Joya ISD, La Joya ISD ESSER Funds Project – Canopy Structures Phase 1 – General Contractor & Project Manager (DBA RENOWORKS, LLC). Construction services for the La Joya ISD ESSER Funds – Canopy Structures Phase I consists of Canopy Improvements to the following 13 Schools: Escandon Elementary, EB Reyna Elementary, Gonzalez Elementary, Camarena Elementary, Bentsen Elementary, Diaz-Villarreal Elementary, Paredes Elementary, Chavez Middle School, Richards Middle School, Memorial Middle School, Garcia Middle School and Palmview High School. (Est. Cost $1.6M)

City of Edinburg, Museum of South Texas - General Contractor & Project Manager (DBA RENOWORKS, LLC). Connecting sewer line to existing main and installing a new manhole at the museum. Excavating and trench and connections. (Est. Completion 9/22, Est. Cost $17K)

Sharyland ISD, Shimotsu Elementary HVAC Upgrades (*in progress*) - currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of HVAC systems with new pumps, VFD's and valves. Demo of existing chiller and other materials (Est. Completion 03/23, Est. Cost $1.7M)

Sharyland ISD, BL Gray Chiller Replacement (*in progress*) - currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of Chiller systems with new pumps, VFD's and valves. Demo of existing chiller and other materials (Est. Completion 11/22, Est. Cost $512K)

City of McAllen, City Hall Mechanical Upgrades- currently serving as the General Contractor and Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes installation of new valves on the 1st floor, 2nd floor, and 3rd floor to new installed equipment. (Est. Completion 12/22, Est. Cost $169K)

City of McAllen, Public Library - currently serving as the General Contractor and Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes installation of new VFD's. (Est. Completion 12/22, Est. Cost $49K)

Los Fresnos ISD, Los Fresnos HS Central Plant Equipment Replacement– Is currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of Cooling Tower and Chiller systems with new electrical, pumps and valves, new overhead door and structural pillars. (Est. Completion 8/22, Est. Cost $1.2M)

Donna ISD, Replacement of HVAC Unit at 6 Schools – Served as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope included replacement of HVAC units at Singleterry Elementary, Sauceda MS, Solis MS, Rivas Elementary, J.W. Caceres Elementary, A.P. Solis MS, and C. Stainke Elementary. (Est. Completion 1/21 Est. Cost $442K)

City of McAllen, Chiller and Boiler Replacements – Serve as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes demolition of 2 chillers and one boiler and all associated piping and replace with one chiller and two boilers including new piping and electrical. (Est. Completion 4/21 Est. Cost $210K)

McAllen PUB, WWTP Lab Renovation – Served as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project scope included conversion of office to a laboratory with installation of new cabinetry, solid phenolic countertops, plumbing fixtures, and electrical. (Est. Completion 11/20 Est. Cost $30K)

Barrientes MS Gym AHU Replacement – Serving as mechanical contractor (DBA Quantum-Mechanical Contractors). Project includes demolition and replacement of existing air handling units serving the gymnasium along with new supply and return air ductwork extended to existing ductwork. Includes reinforcement of roof structure to support weight of new units to place on the roof. (Est. Completion 9/20 Est. Cost $126K)

Brownsville PUB River Pump No. 3 Forebay Structural Improvements – Serving as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project includes removal of 56LF of 36in RCP pipe and replace it with 56LF of 42in HDPE pipe. Also includes structural repairs of concrete forebay well. (Est. Completion 11/20 Est. Cost $145K)

Brownsville Navigation District Turning Basin WWTP Clarifier Rehabilitation – Serving as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project includes replacement of existing 50ft walkway, replacement of gear drive unit, repair rake and adjust squeegees, repair, and level concrete floor, and replace motor starter electrical box. (Est. Completion 9/20 Est. Cost $185K)

Quinta Mazatlán Exterior Lighting Project – General Contractor & Project Manager (DBA RENOWORKS, LLC) for improvements of Exterior Lighting at Quinta Mazatlán. Project included installation of underground J- Boxes, mounting cable and installation of 1000 liner feet of café string lights, boring, conduit installation, install LED lighting, exterior bollards and install non-tapered steel pole. (Est. Completion 05/20 Est. Cost $112K)

Living Word EFC Renovations – General Contractor & Project Manager (DBA RENOWORKS, LLC) for church improvements. Project included removal of sheetrock, insulation on south and north walls and two rooms. Disposal of demo materials and install new sheetrock, tape/float new dry wall. Remove mortar and seal on exterior block where it cracked and apply new mortar between blocks. Paint new installed walls (Est. Completion 10/20 Est. Cost. $45K)

PSJA ISD, Carnahan, Franklin & Buell HVAC Improvements to Gyms, Pharr, Texas – General Contractor & Project Manager (DBA RENOWORKS, LLC) for improvements at Carnahan, Franklin & Buell Gyms. Project included installation of 20-ton package units and ductwork at each school's gym. Work at Carnahan included new fire sprinkler system for approximately 19,000 SF, new LED lighting in the gym, new pre-engineered liner system, new athletic synthetic flooring, column padding, complete painting of gym. (Est. Completion 10/19, Est. Cost $748K)

City of Pharr, Emergency Communications Center IT Offices, Pharr, Texas – General Contractor & Project Manager (DBA RENOWORKS, LLC) for the addition of 9 new offices to the existing building renovation that will be used for the city's emergency communications center and for the Information Technology staff. Scope of work included new metal stud walls with finish, doors and hardware, special systems, HVAC & lighting changes, and tile floor. (Est. Completion 10/19, Est. Cost $70K)

City of Edinburg, Edinburg Police Dept. Training Facility, Edinburg, Texas – Construction Project manager for the construction of new 10,000 SF facility that will serve as Police Department Training Facility for the city of Edinburg. Reviewed construction documents, submittals, RFIs, construction progress, payment applications and close out documents. Architect of Record was ERO Architects and general contractor was Candela Organization. (Est. Completion 3/17, Est. Cost $1.22M)

Mission CISD, Mission High School Tennis Court Lights & Canopy, Mission, Texas – General Contractor & Project Manager for installation of 24 LED Musco sports lights and construction of 145ft canopy for the walkway at the Mission High School tennis courts. The canopy was 12ft wide, 10ft tall, constructed with galvanized bolted steel. Structural engineer was Chanin Engineering. (Est. Completion 5/18, Est. Cost $368K)

Edinburg CISD, Barrientes CTE Welding Shop, Edinburg, Texas – General Contractor & Project Manager for renovation of Career & Technology Education shop. Included replacement of HVAC system, upgrade electrical power for 10 new welding booths, demolition of walls and doors, installation of new doors, ceiling, flooring, and new LED lighting. School district performed inhouse architectural design. (Est. Completion 7/18, Est. Cost $270K)

Edinburg CISD, Edinburg North HS Athletics Building HVAC Assessment, Edinburg, Texas – Engineer for assessment of ventilation system at Boys & Girls athletics Edinburg North High School, total of 36,500 SF. Ran loads on exhaust fans and outside air on all air handlers. Analyzed temperature and humidity readings and assessed condition of existing equipment and made recommendations to resolve airflow issues and comply with current building codes. Report was provided to district staff and findings & recommendations presented to the board of trustees. (Est. Completion 2/17, Est. Cost $250K)

Edinburg CISD, Edinburg North HS Boys Athletic Lockers Renovation, Edinburg, Texas – General Contractor and Project Manager for renovation of existing Boys Athletic Locker Rooms. Included demolition of dividing walls, removed chain-link fencing partitions and replaced with new wire mesh panels for each locker area, demo of lockers concrete base and reconstructed base for new lockers, removed benches, repaired flooring, constructed new video review room, installed new rubber flooring with school logo, new drinking fountains, and replaced 10 nonworking exhaust fans. (Est. Completion 9/17)

ROE PROJECT REFERENCES

Sharyland Water District
Carlos Lima
former ECISD Project Manager
321 S Shary Blvd.
Mission, TX 78573
956-585-6081

City of Edinburg
Tom Reyna
Assistant City Manager
415 W. University Drive
Edinburg, TX. 78541
Phone: 956-388-8207

Weslaco Independent School District
Andres Sanchez, CPA
Chief Financial Officer
312 W. Fifth Street
Weslaco, TX 78596
Ph: (956) 969-6572

McAllen Public Utilities
Mark Vega, P.E.
General Manager of McAllen Public Utilities
1300 Houston Avenue
McAllen, TX 78501
Ph: (956) 681-1630

MEG Engineers
Robert Estrada, AIA
1305 East Schunior
Edinburg, TX 78541
Ph: (956) 380-8920

City of McAllen, Engineering Dept.
Juan Martinez, Project Construction Mgr.
311 North 15th Street
McAllen, Texas 78501
956-681-1179

Hidalgo Co. PCT 4
Velinda Reyes
External Affair
Administrator
Ph. 956-383-3112

Hidalgo Co. PCT 1
Pepe Cabeza De Vaca
Administrator
Ph. 956-447-3775

La Joya ISD
Arnold Ochoa
Project Manager -Construction
201 E Expy 83, La Joya, TX
956-323-2545

PSJA ISD
Roel Faz
Assistant Superintendent
PO Box 1612, Pharr, TX 78577
(956) 354-2000

City of Edinburg
Arturo Martinez
415 W. University Drive
Edinburg, TX. 78541
Phone: 956-388-8207

ROFA Architects
Luis Figueroa, AIA
956-686-7771

Hidalgo Co. PCT 4
Nick Perez
Construction Director
Ph. 956-383-3112

TBPE FIRM REGISTRATION



TEXAS BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF REGISTRATION

This acknowledges that

RO Engineering, PLLC

has fulfilled the requirements of the State of Texas
to offer and perform engineering services in the
State of Texas.

In witness whereof
we have hereunto set our hands and affixed the seal of the Board,
this 10TH day of FEBRUARY 2010.

BOARD CHAIR

BOARD SECRETARY

Registration # F-12179

TBPE CERTIFICATE OF REGISTRATION



Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

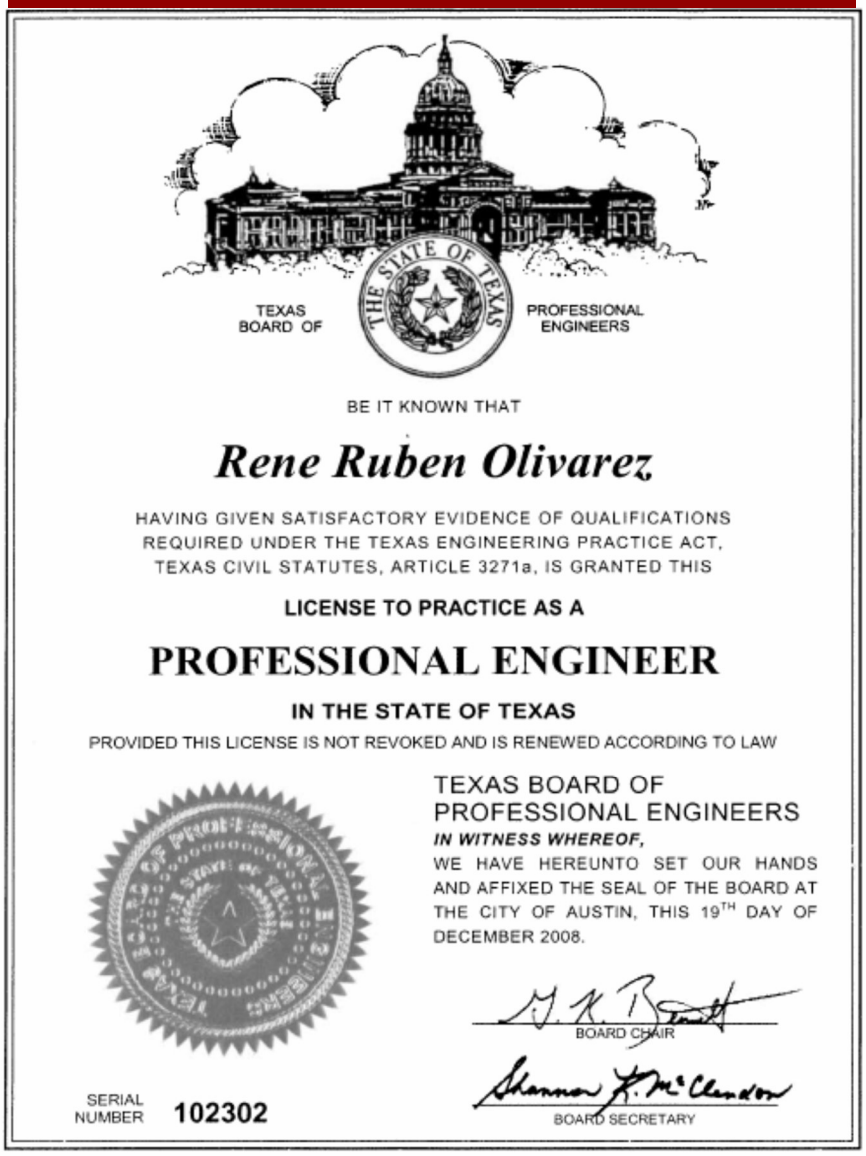
RO Engineering, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers
and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-12179

Expiration Date
2/28/2024

PROFESSIONAL ENGINEER LICENSE



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Rene Ruben Olivarez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 19TH DAY OF DECEMBER 2008.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER 102302

PE LICENSE CARD



PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 102302
Status: ACTIVE
Expires: 9/30/2024

RENE RUBEN OLIVAREZ

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

RME LICENSE CARD



FIRE SPRINKLER RME - GENERAL
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
Olivarez, Rene

License Number
RME-G-2353934
Effective Date:11-05-2018
Expiration Date: 11-05-2025

This will serve as your proof of licensure with the State Fire Marshal's Office.

HVAC LICENSE CARD



STATE OF TEXAS

RENE R OLIVAREZ

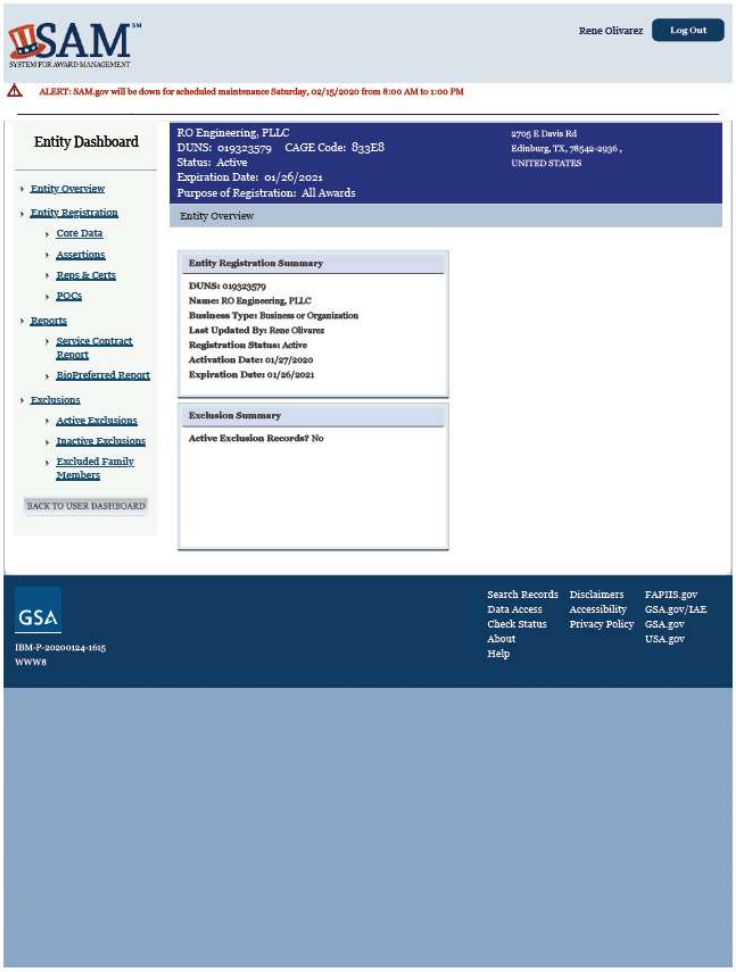
AIR CONDITIONING &
REFRIGERATION CONTRACTOR
QUANTUM-MECHANICAL CONTRACTOR

TDLR
TEXAS DEPARTMENT OF LICENSING & REGULATION

LIC.# TACLA100226E
EXPIRES 09/24/2024

TEXAS DEPARTMENT OF LICENSING & REGULATION

SAM REGISTRATION



DBE CERTIFICATION



TXDOT CERTIFICATION

HUB CERTIFICATION







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

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

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

PRODUCER	CONTACT NAME: Jessica Kilgore	
Dagley Insurance Agency, LLC 23114 Seven Meadows Pkwy Katy TX 77494	PHONE (A/C, No, Ext): (346) 502-2840	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@dagleyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Co.	24082
INSURED Ro Engineering Pllc 2705 E Davis Rd Edinburg TX 78542	INSURER B : Everest National Insurance Company	10120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL23102608209 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BLS60491690	10/17/2023	10/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS60491690	10/24/2023	10/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS60491690	10/17/2023	10/17/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Errors and Omissions			022844619-04	10/17/2023	10/17/2024	General Aggregate Each Occurrence	$1,000,000 $1,000,000

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

Project Description:
2024-1 Project Management Services

The General Liablity policy includes a blanket additional insured and blanket waiver of subrogation endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liablity policy contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Presented To

THE CITY OF Edinburg

City of Edinburg
415 W. University Drive
Edinburg, TX 78539







Statement of Qualifications For Project ID: 2024-1

PROJECT MANAGEMENT SERVICES

Presented By

NORRISLEAL
ENGINEERING WATER

4451 S. Jackson Road, Ste D
Edinburg, Texas 78539
Texas Registered Engineering Firm
No. 14803

December 12, 2023

NORRISLEAL
ENGINEERING WATER

1222 E. Tyler Avenue
Harlingen, Texas 78550
O: 956.423.7409

4451 S. Jackson Road, Ste D
Edinburg, TX 78539

12400 W. Hwy. 71, Ste. 350-306
Austin, Texas 78738
O: 512.473.8288

Texas Firm Registration No. 14803

December 12, 2023

City of Edinburg
Attention: Mardoqueo Hinojosa,
City Engineer, Engineering Director
415 W. University Drive
Edinburg, TX 78539

Re: NorrisLeal, LLC Statement of Qualifications
Request for Qualifications 2024-1 – Project Management Services

Dear Mr. Mardoqueo,

NorrisLeal, LLC, is excited to express our sincere interest in submitting our qualifications for the project outlined in your Request for Qualifications (RFQ) concerning Citywide Construction Management Services.

With a strong commitment to excellence and a proven track record in providing Construction Management Services, NorrisLeal is well-equipped to meet the needs of the City of Edinburg. Our team of Texas Licensed Professionals boasts superior background, training, and qualifications aligned with the requirements of the RFQ. We are eager to collaborate with the Department of Engineering on various capital improvement projects and city programs throughout the proposed contract term from 01.01.2024 to 12.31.2025.

It is worth mentioning that NorrisLeal has a longstanding relationship with the City of Edinburg, particularly with the engineering department. We value the partnership we have built over the years and are enthusiastic about the prospect of contributing to the continued growth and success of the City.

We understand the importance of Construction Management Services in overseeing the design, management, and contractual aspects of construction projects. Our approach involves negotiated fees, a guaranteed maximum price, and a commitment to delivering high-quality results within the defined time period.

NorrisLeal, LLC Contact: Jesus Leal (Authorized to bind the firm), 956.535.1453. We look forward to working with the City of Edinburg team. Should you have any questions do not hesitate to contact me. Thank you in advance for your consideration.

NorrisLeal, LLC

Jesus Leal, P.E.
Principal

Table of Contents

1.0 NorrisLeal Introduction and Team Qualifications 1

NorrisLeal Key Staff 2

Joseph Norris, P.E. 2
Jesus Leal, P.E. 2
David Pettry, MBA 2
Jose Leal, P.E. 2
Roel Campos, EIT 2
Armando Sosa, EIT 2
Oscar Rocha, Master Electrician 2
Fabian Diaz 2

2.0 Previous Experience with City of Edinburg 3

3.0 Ability to Meet Schedules and Deadlines 4

4.0 Stability and References 4

Project Refences 5

Client References 9

Evidence of Satisfactory Performance Past Projects 10

5.0 Insurance Information 12

6.0 Professional Services Agreement Statement 12

7.0 NorrisLeal Contact Information 12

Appendix: NorrisLeal Team Resumes 13

1.0 NorrisLeal Introduction and Team Qualifications

NorrisLeal (NL) LLC is a distinguished privately-owned engineering, design, and construction management firm specializing in the comprehensive development of water and wastewater infrastructure projects. Our capabilities extend across various tasks, encompassing conceptualization, environmental assessments, planning studies, design criteria, development, bid specifications, budgets, financing options, and construction and operation management. With a seasoned team representing diverse disciplines, including civil, environmental, structural, electrical, and mechanical engineering, as well as hydrology/hydraulics, we have amassed nearly 40 years of experience. Formerly operating as NRS Consulting Engineers and now as NorrisLeal, we have successfully managed over 700 technically unique public works projects, catering to municipalities, water utilities, water supply corporations, irrigation districts, drainage districts, and regional water authorities.

We are proud to showcase a track record of delivering project management services with precision and timeliness, particularly in our collaborations with various governmental agencies over the past two years. Our extensive experience spans a diverse range of projects, including but not limited to water and wastewater infrastructure, construction management, and public works initiatives. Our commitment to adhering to project timelines has been consistently demonstrated, ensuring successful project completion within stipulated timeframes.

What sets NL apart is our unwavering dedication to customized solutions that cater specifically to the unique needs of each client. Our approach is grounded in a deep understanding of the City's requirements, coupled with our proven ability to navigate the intricacies of governmental project management. We bring a tailored strategy that aligns with the City's objectives, ensuring seamless collaboration and successful project outcomes. **Our project management services will be spearheaded by our dedicated team based in Edinburg and Harlingen**. These strategic locations allow us to be centrally positioned for effective communication and coordination with the City.

In alignment with your request, we are pleased to submit resumes summarizing the qualifications and experience of our project manager, key staff, and any support staff likely to be assigned to the work. All relevant team members are licensed to practice Engineering, Architecture, or Master Electrician in the state of Texas, ensuring a high standard of professionalism and expertise in delivering project management services for the City.

NorrisLeal Key Staff with:

1. Total years' experience
2. Primary work assignment for this project
3. Relevant experience with Project and Construction Management

Joseph Norris, P.E.	1. 46 2. QA/QC 3. Has served as QC/PM on all projects for 43 years
Jesus Leal, P.E.	1. 40 2. Principal in Charge 3. Involved in all aspect of work with NorrisLeal for 25 years
David Pettry, MBA	1. 35 2. Principal | Contract Management 3. Involved in all planning design, project management and construction management
Jose Leal, P.E.	1. 17 2. Project /Construction Manager/Design 3. Involved in planning, design, project management and construction management
Roel Campos, EIT	1. 32 2. Safety Manager 3. Design, Analysis, Drafting and Preparing Engineering and Construction Documents
Armando Sosa, EIT	1. 3 2. Mechanical 3. Involved in all planning, design, and mechanical work
Oscar Rocha, Master Electrician	1. 23 2. Project Superintendent 3. Supervision of all on site construction personnel and subcontractors.
Fabian Diaz	1. 30 2. On Site Project Manager | Project Superintendent 3. Supervision of all on site construction personnel and subcontractors

Enclosed within the appendix are resumes detailing the qualifications and expertise of the NorrisLeal team members.

2.0 Previous Experience with City of Edinburg

Project Highlights - City of Edinburg Water Treatment and Wastewater Projects by NorrisLeal

1. **Construction - City of Edinburg Downtown Treatment Plant Filter Control and Valve Replacement Project, 2021**



Description: In 2021, NorrisLeal successfully executed the completion of the Downtown Treatment Plant Filter Control and Valve Replacement Project for the City of Edinburg. This crucial initiative involved the replacement of valves within the water treatment plant's section 3 filter gallery. The existing valves, corroded over time, necessitated replacement, and the original controls, dating back to the plant's construction, were outdated. NorrisLeal addressed this by replacing valves, actuators, compressors, and compressed air equipment, along with upgrading electrical controls for existing filter cells. As part of our commitment to quality, we recoated existing piping and meticulously labeled all waterlines with arrows, enhancing the functionality and aesthetics of the filter gallery.
Project Cost: $467,740.00

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com

2. **Construction - City of Edinburg Wastewater Treatment Plant Headworks Raw Water Pump Project, 2022**



Description: NorrisLeal proudly completed the Wastewater Treatment Plant Headworks Raw Water Pump Project for the City of Edinburg. This comprehensive project encompassed the installation of a new influent lift station 100 HP submersible pump, electrical wiring, and controls, including a 100 HP VFD with bypass pump controls. Additionally, we replaced certain sections of existing ductile iron piping and to ensure optimal functionality for the new Flygt pump. This project reflects our commitment to delivering efficient and state-of-the-art solutions to meet the city's evolving wastewater treatment needs.
Project Cost: $438,000 (Includes $25,000 City Allowance)

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com

3.0 Ability to Meet Schedules and Deadlines

NorrisLeal not only possesses the manpower to swiftly mobilize and complete projects, but our extensive experience and in-depth knowledge of the City of Edinburg positions us to develop the most cost-effective and efficient construction management solution. With a background in Engineer-led construction and project management projects, we consistently add value to project outcomes. Our cohesive team, boasting two decades of collaborative work, brings unparalleled familiarity with each discipline and team member, ensuring an efficient project delivery in civil, mechanical, electrical, and structural construction areas. Organization of project schedules is the Key to our success to help streamline reviews and catch issues before construction begins.

In alignment with the City of Edinburg's diverse scope of services, NorrisLeal, LLC, commits to meeting all deadlines through our proven track record of successful project completions. Our history attests to our commitment to efficiency and timely delivery. Notable projects, such as the Southmost Regional Water Authority Brackish Groundwater Desalination Plant, exemplify our ability to design, manage, and complete a $24 million project in just 14 months, exceeding expectations by starting up in record time and remaining under budget. Similarly, our work with the North Alamo WSC on regional brackish groundwater desalination plants showcased our ability to complete projects ahead of schedule, with one facility in Donna finished five months earlier than anticipated.

In managing the construction of a 700 CFS pumping plant on the Rio Grande for the Cameron County Irrigation District, NorrisLeal completed the first component replacement of the river pump station eight months ahead of schedule, demonstrating our commitment to efficiency without compromising on quality. With a proven history of meeting and exceeding project deadlines, NorrisLeal, LLC, is well-equipped to contribute to the success of the City of Edinburg's projects.

4.0 Stability and References

NorrisLeal's stability is rooted in our extensive experience and successful track record in collaborating with the City of Edinburg. With a longstanding commitment to excellence, we proudly provide six references, each representing a testament to our stability and reliability. Our past projects with the City of Edinburg have consistently showcased our ability to deliver high-quality results.

These references not only affirm our expertise but also highlight the role each team member played in the successful completion of various projects. The recommendation letters from these references below also serve as a testament to our stability and unwavering dedication to meeting and exceeding project expectations.

At NorrisLeal, our stability is not only reflected in our history of successful collaborations but also in the enduring relationships we have cultivated with the City of Edinburg and our valued partners.

Project Refences

Southmost Regional Water Authority Brackish Desalination Plant	2004 – Current
SRWA Facility Upgrade & Expansion for Arsenic Control Brownsville, Texas **Owner Representative**: Judy Adams, Area Manager Brownsville PUB | SRWA C: 956.459.1644 E: jadams@brownsville-pub.com	**Project Size**: 7.5 MGD RO, 11 MGD MF, 4.0 MGD RO **Project Cost**: 7.5 MGD RO ($23 Million), 11.0 MGD MF plus 4.0 MGD RO ($11 Million) **NorrisLeal Role**: **Completion Date**: 2004 7.5 MGD, 2014 11.0 MGD Expansion, Expansion planning underway to 12 and 20 mgd

In 2001, SRWA retained NorrisLeal to study the initial feasibility of using reverse osmosis to treat local supplies of brackish groundwater. Subsequently, SRWA authorized extensive aquifer testing, including ten test wells and one pilot well, to determine the actual long-term quality and quantity of brackish groundwater available. The tests demonstrated reliable long-term supplies of groundwater with a relatively low salinity of 3,000 mg/l total dissolved solids. From 2001 to present, **NorrisLeal has been the engineer of record of the largest producing brackish groundwater treatment plant in Texas**.

The project encompassed 20 wells, 15 miles of raw water collection lines, 9 miles of treated transmission lines, a reverse osmosis membrane treatment system, and a 7.5 million gallon ground storage tank.



In 2006, in response to the EPA reducing the maximum containment level of arsenic in public drinking water supplies, the SRWA began piloting arsenic removal treatment alternatives to evaluate the most cost effective pretreatment configuration to comply with regulations. Microfiltration membranes were selected to remove arsenic compounds from the raw water stream.

In 2014, the SRWA Brackish Groundwater Desalination Plant expansion involved the acquisition of easements and right of ways for transmission and distribution lines and land negotiating and detailed property surveys for constructing twenty groundwater production wells. This $24 million project was designed in 4 months and started up in 14 months. This project was $3 million (12 percent) under budget and completed in time to meet summer water demands. The expansion was $11 million (Construction Management), $4 million under general contractor bid.

Current Assignments

NorrisLeal is currently assessing and maximizing optimum treatment levels and reducing membrane oxidation to increase the life of the membranes. Extensive data collection and normalization is being reviewed to develop recommendations for implementation. NL is also developing cost projections for expansions to 12 and 20 mgd.

Awards: 2003 Water Conservation & Reuse Award by AWWA, Texas Section

The G. Tim Lawrence Desalination Plant 2019 - 2022

Project Size: 2.0 MGD RO, 3.8 MGD MF
Project Cost: 2.0 MGD RO ($7 Million); 3.8 MGD MF expansion ($5.5 Million)
NorrisLeal Role: Prime Contractor, Design, Construction Management, System Operations
Completion Date: Actual completed 2018, MF expansion completed 2019; 2019-2022 Operations Assistance

Project Size: 2.0 MGD RO, 3.8 MGD MF
Project Cost: 2.0 MGD RO ($7 Million); 3.8 MGD MF expansion ($5.5 Million)
NorrisLeal Role: Prime Contractor, Design, Construction Management, System Operations
Completion Date: Actual completed 2018, MF expansion completed 2019; 2019-2022 Operations Assistance



Cinco MUD No.1 had been aggressively pursuing opportunities to reduce the amount of fresh groundwater consumed within its service area through a variety of initiatives, including conservation, education, brackish desalination, and reclaimed water reuse for irrigation. These measures were each designed to reduce water use and thereby reduce the impacts and high costs of subsidence. The district pursued deep aquifer brackish wells for potable water utilizing reserve osmosis treatment.

In 2018 NorrisLeal completed the planning, design, and construction management of the 2.0 MGD brackish groundwater desalination facility for the Cinco Ranch MUD No.1, "Master MUD" that serves the community west of Houston. In 2019, NorrisLeal worked and completed the design and construction expansion upgrade to a capacity of 3.8 MGD.



The facility will reduce the dependency on a freshwater aquifer in the Houston area that had led to subsidence, drought issues, and rising water rates. Regulations from the

subsidence district require an entity to reduce its pumping by 30-50%. This project not only reduces pumpage fees from the freshwater aquifer.

The brackish water comes from a lower aquifer, 3,000 feet below the surface, not attributing to the subsidence in the area.

By bidding the project in multiple bids, the District saved over $3M over a General Contractor led project for the reverse osmosis plant portion.

Awards: Sustainability Stars West Houston Association, December 2020 Texas Chapter of the American Public Works Association, Sustainability Practices Award, November 2021

City of Alice Brackish Desalination Plant 2014 – Current

City of Alice, Texas Brackish Desalination Plant
Alice, Texas
Owner Representative:
Michael Esparza, City Manager
City of Alice
C: 361.668.7210
E: Michael.esparza@cityofalice.org

Project Size: 4.0 MGD RO
Project Cost: Phase 1: $5.5 M; Phase 2:
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction to begin November 2023 - December 2024

In July 2019, the City received a commitment from the Drinking Water State Revolving Fund (DWSRF), totaling $5,499,000 in financing and principal forgiveness. The project was to develop a new primary brackish groundwater source. The project was to alleviate the City's concerns about increasing raw water costs from Corpus Christi. It was also to ensure that the City would have an additional water source during drought.





The proposed project will construct two brackish groundwater wells and an RO plant to create a new potable water source. The components to be funded by the DWSRF include: 1) planning, design, and construction of two groundwater wells with a combined capacity of 4.0 MGD, and a raw water line and pumping system from the wells to the ROTP, all located within City-owned property; 2) all work necessary to obtain an environmental clearance that meets the National Environmental Policy Act (NEPA) requirements for the entire project, including the two wells, raw water line, ROTP, and brine discharge line and outfall; 3) acquisition of easements for the brine discharge line; and 4) engineering services that include owner's representation

for P3 contracting review, and review and oversight of the design and construction of the RO plant.

Current Assignments

In January of 2020, the City entered into a public-private-partnership agreement with 7 Seas Water Solutions for the financing, design, construction, ownership and operation of the BWRO facility. NorrisLeal is currently the Project Manager and Engineering Consultant for the City of Alice.

EWM Full Recovery Desalination Construction 2013- 2020

Enviro Water Minerals P1
Owner Representative:
Tyler C. Montague, EWM, Carl Marks Advisors,
Phone: 229.630.7856
Email: tmontague@carlmarks.com

Project Size: 2.1 MGD
Project Cost: $40 M USD
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction 2017



The El Paso Full Recovery Desalination plant was designed in conjunction with the Owner, constructed, and managed by NorrisLeal. Overall, the project warranted more than 300 contracts/purchase orders with multiple suppliers. Construction began in February 2016 with completion and start-up in 2017. This aggressive schedule and construction timeline took a commitment and dedicated effort from the entire team of owners, engineers, contractors, and suppliers. The El Paso Facility was designed to use EPWU KBH RO Plant to produce approximately 2.1 MGD of potable water and other streams for the production of chemicals. The facility was also to create marketable commodities from the brine, including hydrochloric acid, caustic soda, gypsum and magnesium hydroxide. Plant closed and was sold in Q4 2020.

Laguna Madre Water District Microfiltration Plant - Construction 2008

Laguna Madre Water District, Port Isabel
Owner Representative:
Carolos Galvan, General Manager
Phone 956.943.2626

Project Size: 7.0 MGD
Project Cost: $7.0 M
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction 2008

NorrisLeal provided the original design and construction of a 5 MGD plant in Laguna Vista in 1985. NL then completed an upgrade and expansion to the district's conventional surface water treatment plant. This plant provides water to the cities of Port Isabel, South Padre Island and Laguna Vista. Microfiltration (7 MGD) replaces the original sand filtration system (constructed in 1985) to provide the superior water quality to their residents.



Client References

Jim Cusack Cinco Ranch MUD No. 1 Board Member	Phone: 713.253.7034 Email: jimcusack@juno.com
Bill Ehler, P.E. Formerly LJA Engineering	Phone: 832.692.1840
Tyler C. Montague EWM, Carl Marks Advisors	Phone: 229.630.7856 Email: tmontague@carlmarks.com
Alan Garza President Bruni Rural Water Supply Corp.	Phone: (956) 333-9945 Email: Alan_Garza@kindermorgan.com
Michael Esparza City Manager City of Alice Texas	Phone: 361.668.7210 Email: Michael.esparza@cityofalice.org
Jose Armando Garza, Water Treatment Manager Southmost Regional Water Authority	Phone: 956.983.6684 Email: jgarza@brownsville-pub.com
Sonia Lambert, General Manager Cameron County Irrigation District No. 2	Phone: 956.499.4346 *Mrs. Lambert to retire at the end of December 2023, but can be reached via phone.

Evidence of Satisfactory Performance Past Projects

See letters/e-mails from satisfied clients:

On 12/21/19, 11:09 AM, "Bill Ehler" <behler@lja.com> wrote:

Jesus, I knew you all were the right company for this task. As we discussed, the board is receptive to doing the programing to replace the Wigen program and upgrade the abilities of this plant. Please prepare a proposal to complete that work. I would like to get this approved at the January meeting. The attorney wants to wait to install the new programing in March, but with the time to write the program, this may work out okay. Are you okay with waiting until March? The Operator wants the ability to enter his daily monitoring measurements on the computer so that you all can read them from off site. Additionally, you all talked about equipping the building with simple testing equipment for his daily measurements. Please determine what that equipment might be.

Thank you all for your persistent commitment and hard work. I hope you all have a Merry Christmas and Happy New Year, Bill

William T. Ehler, PE
Vice President
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042
O: 713-953-5028
C: 832-692-1840
F: 713-953-5026

-----Original Message-----
From: Jesus Leal <jleal@norrisleal.com>
Sent: Friday, December 20, 2019 7:57 PM
To: Bill Ehler <behler@lja.com>; Gregg Haan <ghaan@lja.com>; Kane Mudd <kmudd@lja.com>
Cc: Roel Campos <rcampos@norrisleal.com>; Jose Leal <jose.leal@norrisleal.com>; Oscar Rocha <orocha@norrisleal.com>; Bill Norris <bnorris@norrisleal.com>
Subject: FW: Train a

[EXTERNAL EMAIL]

Bill
We have completed the installation of SS Spools for all trains. Attached are pictures of the last train completed today.

We will be reviewing the design for all the rest of the spools for all trains, get a quote and get the green light to order maybe by the next Brazoria meeting. We very much appreciate the opportunity.

Jesus

Jesus Leal, P.E
Principal
1222 E. Tyler Ave.
Harlingen, TX 78550

November 9, 2020

From: Tyler C Montague
To Whom It May Concern:

RE: NorrisLeal, LLC

Since 2005, I have been engaged by Carl Marks Advisors (CMA) as a Managing Director / Independent Consultant. In February, 2019, Nuveen contracted CMA to provide technical support and guidance to Nuveen for the EWM-P1 Full Recovery Desalination Plant in El Paso, Texas. It is through this engagement that I have worked directly with NorrisLeal.

NorrisLeal has been involved in all aspects of the project since 2013 beginning with the design, construction and operation of the pilot plant. In 2016, NorrisLeal began the construction of this $45 million, multi-faceted water and mineral recovery project and was completed in 14 months. Since that time, they have provided ongoing operational support to the facility.

During my tenure on this engagement, I have been pleased with their performance and diligence supporting all aspects of the facility including, but not limited to; process development, operations management, and maintenance.

Based in Atlanta, Georgia, I am available to address any questions you may have. Feel free to contact me via e-mail (tmontague@carlmarks.com) or by phone (229-630-7856)

Sincerely,

Tyler C Montague

Tyler C Montague | Managing Director
Carl Marks Advisors | Investment Banking & Corporate Restructuring
900 Third Avenue, 33rd Floor, New York, NY 10022
O: +1.212.909.8400 | C: +1.229.630.7856 | tmontague@carlmarks.com

November 12, 2020

To Whom It May Concern:

RE: NorrisLeal, LLC

NorrisLeal, LLC completed the planning, design, engineering, construction management of the 2.0 MGD G. Tim Lawrence Desalination Plant for the Cinco Ranch MUD No. 1 in Katy, Texas. In 2019, NorrisLeal completed the design and construction expansion and upgrade to a capacity of 3.8 MGD in only four months. The total project cost was over $10M. Throughout the course of the project, the NorrisLeal team displayed a high level of professionalism, experience, dedication and commitment to our desalination plant. The team quickly found solutions to overcome numerous challenges during the course of start-up.

I would like to express Cinco MUD No.1's confidence in NorrisLeal with over four years of close association and our desire to work with their team. I am available to address any questions you may have, contact me via e-mail at jimcusack@juno.com or 713.253.7034.

Sincerely,

Jim Cusack
Board Vice-President
Cinco Municipal Utility District No. 1

5.0 Insurance Information

We (NL), want to affirm our commitment to adhering to all insurance requirements outlined by the City of Edinburg

An electronic version of our Master Certificate - Certificate of Liability Insurance has been uploaded onto your procurement portal. We are fully committed to securing and maintaining the necessary insurance coverage, and we will list the City as an additional insured party, providing evidence of coverage and proof of payment of insurance premiums as required.

6.0 Professional Services Agreement Statement

Our team at NorrisLeal, LLC has thoroughly reviewed the Professional Services Agreement, and we acknowledge that we understand its contents. We are fully aware of the prerequisite insurance requirements and are prepared to meet and exceed those requirements as specified in the agreement.

If selected for the project, NorrisLeal, LLC is committed to entering into the Professional Services Agreement in accordance with the terms and conditions outlined. We understand the importance of compliance and adherence to contractual obligations, and we assure you that we will approach this partnership with the utmost professionalism and dedication.

7.0 NorrisLeal Contact Information

For over 40 years, NorrisLeal has proudly nurtured deep roots in the local community of the Rio Grande Valley. With our longstanding commitment to the region, we understand the unique dynamics and needs of the area**. Our strategic presence is fortified by local offices in Edinburg and Harlingen**, strategically positioned to cater to the diverse requirements of the City of Edinburg and its projects. This local presence not only underscores our dedication to the community but also ensures that **we are readily accessible** to meet the evolving needs of our clients.

Mr. Jesus Leal, P.E., Principal
NorrisLeal, LLC
1222 E. Tyler Avenue
Harlingen, TX 78550
Ph: 956. 535.1453
E: jleal@norrisleal.com Mr.

Mr. Jose Leal, P.E.
NorrisLeal, LLC
4451 S. Jackson Road, Ste D
Edinburg, TX 78539
Ph: 956. 827.0161
E: jose.leal@norrisleal.com

Bill Norris, P.E., Principal
NorrisLeal, LLC
12400 W. Hwy 71
Suite 350-306
Austin, TX 78738
Ph: 512. 983.1449
E: bnorris@norrisleal.com

Appendix: NorrisLeal Team Resumes

Joseph W. (Bill) Norris, P.E.
Principal, NorrisLeal, LLC



Licensed Professional Engineer: 49962
Texas Firm Registration No. F-14803

M.S. in Civil/Environmental Engineering, University of Texas at Arlington, 1981

B.S. in Civil Engineering, Texas A&M University,
College Station, Texas, 1977

Joseph W. (Bill) Norris, PE has over 40 years of experience in the planning, design, and project management of municipal and industrial water and wastewater facilities. He has served as Principal since founding NRS in 1988 in Harlingen, Texas. Mr. Norris built the firm into being a leader in the development of alternative water resources, developing the largest producing brackish groundwater plant in Texas (Brownsville) and implementing the world's first Full Recovery Desalination Plant in El Paso, Texas.

Mr. Norris has been involved in the research and application of advanced treatment methods of potable and reclaimed water and has been instrumental in the expansion of brackish groundwater desalination in Texas. He has also served for 10 years as the contracting engineer for the Rio Grande Regional Water Planning Group (Region M), which is tasked with developing long-term regional water supply plans with input from various water use sectors and environmental interests. Mr. Norris is a life member of American Water Works Association and member of Texas Water Conservation Association, National Society of Professional Engineers, Texas Society of Professional Engineers, and served as a Director of the American Membrane Technology Association and the President of the South Central Membrane Association. He currently serves as a Director of the Texas Desal Association.

Project Experience

- City of Alice Brackish Desalination Plant, 2014 to present
- Cinco MUD #1 (Katy, Tx) Brackish Desalination Water Facility, 2015 to present
- El Paso Enviro Water Minerals Full Recovery Desalination. Planning, Pre Design, Piloting, Design, Construction and Operations, 2014- Present.
- Guam Public Utilities Commission, Provide oversight of capital improvements plan and subsequent implementation, 2019 - Present
- Laguna Madre Water District, Micro Filtration Improvements, 2013
- Southmost Regional Water Authority Micro Filtration and Reverse Osmosis Expansion to 11 MGD, 2015

- Montgomery County MUDs 8&9 Alternative Supply Feasibility Studies and Design for Conjunctive Use Facility, 2011
- Cameron County Irrigation District No. 2, 700 CFS River Pumping Plant on Rio Grande, Construction Management, 2005
- Laguna Madre Water District 30 MGD Pumping Plant on Rio Grande, 1989
- Brownsville PUB 160 Million Gallon Raw Water Storage Reservoir, 2001
- City of Laredo 60 MGD River Intake Pump Station, 1994
- Rio Grande Regional Water Supply Planning development for 8 county area, 2000-2010
- Laguna Madre Water District Seawater Desalination Pilot Plant, 2010
- Brownsville PUB Seawater Desalination Demonstration Project, 2008
- Water Supply Study for the American Samoa Power Authority, 2010
- Brazos River Authority, Granbury Surface UF WTP Retrofit, 2008
- Feasibility Study for Seawater Desalination Plant, Puntarenas, Costa Rica, 2007
- North Alamo WSC 3.5 MGD, Owassa Brackish Desalination Plant, Edinburg, Texas, 2008, Design Build
- North Alamo WSC 3.5 MGD Doolittle Brackish Desalination Plant, Edinburg, Texas, 2008, Design Build
- North Cameron Regional 2.5 MGD Brackish Groundwater Desalination Plant, Primera, Texas, 2007, Design Build
- Laguna Madre Water District, Rehabilitation of WTPs Nos. 1&2, 2001-2006
- San Antonio River Authority and City of Kenedy, TX modifications to and expansion of brackish groundwater desalination plant, 2006
- North Alamo WSC La Sara Brackish 1.2 MGD Groundwater Desalination Plant, Willacy County, Texas, 2004
- Southmost Regional 7.5 MGD Brackish Desalination Plant, Brownsville Texas, including groundwater assessment and pretreatment improvements, 2004
- Reuse Pilot study and report for Ultra filtration and Reverse Osmosis of effluent, Brownsville PUB
- Project Manager for 40 MGD upgrade to Brownsville PUB conventional surface water treatment plants including two 30 MGD high service pumping plants, 1996
- City of Harlingen Wastewater Reuse Facility Plant Expansion and Desalination Wastewater Plant, Harlingen Texas 1989
- City of Alice, Texas, Desalination Feasibility Report, 2014
- City of Beeville Brackish Groundwater Study, 2014

Jesus Leal, P.E.
Principal, NorrisLeal, LLC
Texas Licensed Professional Engineer: 82006



Education
MS, Environmental Engineering, Texas A&M University – Kingsville, 1997

BS, Chemical Engineering, Texas A&M University - College Station, 1983

Mr. Leal is one of the Partners for NorrisLeal, LLC. He has more than 30 years of experience in the planning, design, construction & construction management, and operations of municipal and industrial water and wastewater facilities, in the United States and abroad. His areas of special expertise include water and wastewater treatment processes as well as membrane treatment systems piloting, design, construction/construction management and operations.

Mr. Leal has provided design engineering, construction management, and construction for numerous projects in the areas of water, wastewater, and wastewater reuse in the United States and Mexico. While serving in the U.S. Navy, Mr. Leal gained five years of extensive experience in personnel, material and maintenance management, and project organization.

Mr. Leal has been instrumental in the conversion of NorrisLeal from a conventional consulting engineering firm to diversified design, construction/project management, design builder and operator, giving the client a wide range of expertise in a variety of fields from building construction to advanced water/wastewater treatment. Initially, providing a hybrid construction management whereby utilizing multiple construction contracts, saving clients over 30% saving to design building option to clients.

Project Experience

- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - current
- Bruni Rural Water Supply Corporation (BWSC) Arsenic Removal Microfiltration (MF) Project, Bruni, Texas - Present
- Cinco MUD #1 (Katy, TX) RO Brackish Desalination Water Facility, 2015-present.·
- Cinco MUD #1 (Katy, TX) Design/Build Micro-Filtration Water Facility, 2018-present.
- South Padre Island, Sapphire Dunes Bridge Walk-Over, 2019
- Enviro Water Minerals (El Paso, Tx) Full Recovery Desalination Facility. Planning, Pre-Design, Piloting, Design, Construction, Construction Management and Operations, 2014-Present.·
- Southmost Regional Water Authority Micro-Filtration and Reverse Osmosis Expansion to 11 MGD, 2015.
- North Alamo Water Supply Corporation, RO Brackish Desalination design, construction management, and construction (electrical package) of two Reverse Osmosis Facilities (Owassa and Doolitle), 2008. North Alamo Water Supply Corporation, RO Brackish Desalination design, construction management, construction (design/build project contract) of the Donna RO Desalination Facility, 2011.
- North Cameron Water Supply Corporation, RO Brackish Desalination design, construction management for North Alamo WSC, and East Rio Hondo WSC, 2010.
- Deltronicos General Motors (Matamoros, Mexico) WWTP design and construction Management.

- Delnosa General Motors (Reynosa, Mexico) WWTP design and construction (design-build project).
- AT&T (Matamorors, Mexico) WWTP design and construction (design-build project).
- Owens Corning Fiberglass Plant Project (Mexico City) design and construction Management, 1994
- Dissolved Air Flotation/WWTP design and construction (design-build project) for Fire Department in Corpus Christi.
- Port Isabel Water Plant Improvements design and construction management in Port Isabel for Laguna Madre Water District.
- Laguna Vista Water Plant Improvements design and construction management in Laguna Vista for Laguna Madre Water District.
- Laguna Vista Micro-Filtration Plant design and construction management in Laguna Vista for Laguna Madre Water District.
- Laguna Vista new WWTP design and construction management in Laguna Vista for Laguna Madre Water District.
- Andy Bowie WWTP Improvements design and construction management in South Padre Island for Laguna Madre Water District.
- Isla Blanca WWTP Improvements design and construction management in South Padre Island for Laguna Madre Water District.
- Port Isabel WWTP Improvements design and construction management in Port Isabel for Laguna Madre Water District.
- Valley Municipal Utility District No.2 Water Treatment Plant Improvements design and construction management in Rancho Viejo.
- Valley Municipal Utility District No.2 WWTP Plant Improvements design and construction management in Rancho Viejo.
- BPUB Brownsville Water Plants (2) Improvements design and construction management.
-

David Pettry, MBA
Principal, NorrisLeal, LLC
Contract Management



Education
Masters of Business Administration, Samford University, 1991
Bachelors of Business Administration, University of Mississippi, 1983

Mr. Pettry has worked in Control System Design, Product Management, Project Management, Pilot Management, and Branch Management Team for over 35 years. Mr. Pettry retired at the rank of Captain from the U.S. Navy with 30 years of active and reserve service, which included several Command tours, Operations Officer, Chief Engineering Officer, and Combat Information Systems Officer. He has served as a Principal of NorrisLeal since the acquisition of assets from NRS Engineers in 2012. Mr. Pettry's experience enabled successful project management of the Donna Reverse Osmosis Facility where he

directed the onsite activities of the Design Build Project. Mr. Pettry also managed the new well in the Catahoula Aquifer in Montgomery County, and Feasibility studies for Lavaca Navidad River Authority, the City of Beeville, and the city of Alice. Mr. Pettry managed the construction and operation of the EWM Pilot incorporating multiple water treatment technologies to purify concentrate from the Kay Bailey Hutchison (KBH) Desalination Plant in El Paso. As the Construction Manager he contracted and oversaw the construction, start-up, and operations for the EWM P1 full water purification and chemical production plant in El Paso, TX.

Water Project Experience

- El Paso Enviro Water Minerals P1 Full Recovery Desalination Plant: Planning, Pre Design, Piloting, Design, Construction and Operations, 2014- 2020
- Construction of North Alamo Water Supply Corporation, construction of Donna BWRO under design-build contract
- City of Alice, Texas, Desalination Feasibility Report, 2014
- City of Beeville, Texas, Brackish Groundwater Study (1 MGD) 2014
- City of Alice, Texas, Desalination Feasibility Report, 2014
- Lavaca Navidad River Authority, Texas, Brackish Groundwater Study 2014-2015
- Southmost Regional Water Authority MicroFiltration and Reverse Osmosis Expansion to 11 MGD, 2013
- Montgomery County MUDS 8&9 Microfiltration Pilot for Conjunctive Use Facility, 2012
- Montgomery County MUDS 8&9 Alternative Supply Feasibility Studies and Design for Conjunctive Use Facility, 2011
- City of Beeville, Texas, Brackish Groundwater Study (1 MGD) 2014

Wastewater / Sewer

- Milton WWTP, Milton, FL, 2006

Jose Leal, P.E.
Senior Project Manager, NorrisLeal, LLC
Texas Licensed Professional Engineer: 117241 (2014)
Firm Registration No. F-14803



Education
Master of Science/Environmental Engineering, Texas A&M University – Kingsville, 2011

Bachelor of Science/ Civil Engineering, Texas A&M University - Kingsville, 2006

Jose Leal, PE has over 17 years of experience in the civil and environmental engineering field. He has experience in planning, design, project management, and construction management for

both public and private sector. Mr. Leal has worked on several water and wastewater treatment facilities throughout the Rio Grande Valley that included planning, master planning, and rehabilitation of water and wastewater systems, project management, and construction management.

Construction Management Experience

- **La Sara Reverse Osmosis Water Treatment Plant** – Coordinate with contractors on the construction of a 1 MGD plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans, and specifications with project manager (8/2005).
- **Laguna Vista Wastewater Treatment Plant** – Coordinate with contractors on the construction of a 1 MGD plant. Performed required field observations of concrete structures, electrical and mechanical components (6/2005).
- **Owassa Reverse Osmosis Water Treatment Plant (2 MGD)** – Coordinated with contractors on the construction of a two 2 MGD reverse osmosis plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans and specifications with project manager (5/2007).
- **Doolittle Reverse Osmosis Water Treatment Plant (2 MGD)** – Coordinated with contractors on the construction of a two 2 MGD reverse osmosis plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans, and specifications with project manager (12/2006).
- **Donna Wastewater Treatment Plant Improvements, Donna, Texas** – Reviewed submittals and request for information. Perform field observations as required (10/2009)
- **Texas A&M University-Kingsville Landscape and Irrigation Project** – Performed site observations while project was under construction. Coordinate with contractor and landscape architect on field changes and contributed to reports that were provided to the university personnel. (1/2010).
- **Hidalgo County MUD No. 1 Wastewater Treatment Plant (0.95 MGD), Mission, Texas** – Reviewed submittals and request for information. Perform field observations as required (3/2013).
- **Hidalgo County MUD No. 1 Water Treatment Plant (2.0 MGD), Mission, Texas** – Reviewed submittals and request for information. Perform field observations as required (8/2013)
- **La Hacienda Casitas Subdivision** – Reviewed submittals and request for information. Perform field observations as required (9/2013).
- **Cinco Municipal Utility District (MUD) Construction of a Reverse Osmosis (RO) System, Katy, Texas** – Senior Project manager the construction of a 5 MGD RO system in Houston. Project was bid in separate sections including the operations building, Civil site work, Mechanical Process Equipment, and the Electrical equipment. I Project managed 4 separated contractors on all aspects of the construction including construction scheduling, pay applications, submittal review, and reporting to the client. NorrisLeal had

a dedicated project representative on site coordinating daily construction activities. (01/2017-2020)



Roel Campos, E.I.T
Design Production, NorrisLeal, LLC
Texas Firm Reg. No. 14803

Education

BS, Mathematics, University of Texas at Brownsville and Texas Southmost College, 2011
BA, Government & Politics, University of Texas at Dallas, 2004
Drafting and Design Technology Coursework, Texas State Technical College, 1990-1991
AAS, Air Conditioning Technology, Texas State Technical Institute, 1989

Mr. Campos has over 29 years of experience in municipal, industrial water and wastewater projects. Primary roles include assisting engineers in design, analysis, drafting, and preparing engineering and construction documents for water and wastewater treatment plant design, conveyance and distribution system hydraulics including pump station design, drainage system, and thoroughfare/utility facilities. His expertise includes process controls, developing process and instrumentation diagrams using AutoCAD coupled with P&ID software as well as in the use of surveying GIS/GPS equipment and software (ArcView and Topcon) plus AutoCAD coupled with civil design software (Civil3D). He is also responsible for the planning, coordination, production, and quality control of construction plans and specification for projects designed by NorrisLeal.

Construction Management Experience

- CCFWSD#1 Isla Blanca Wastewater Reclamation Facility and Collection System Improvements, South Padre Island, Texas, Resident Project Representative (RPR), 1992
- CCFWSD#1 Isla Blanca Wastewater Reclamation Facility, South Padre Island, Texas, Resident Project Representative (RPR), 1993
- Sebastian Municipal Utility District Wastewater Treatment Plant Improvements, Sebastian, Texas, Resident Project Representative (RPR), 1995
- Sebastian Municipal Utility District Wastewater Collection System Improvements, Sebastian, Texas, Resident Project Representative (RPR), 1995
- City of Rowlett Northwest Trunk Sewer Line Project, Rowlett, Texas, Project Representative/Submittal Review, 1997
- City of Plano Collection System Improvements, Plano, Texas, Project Representative/Submittal Review, 1998

- LMWD Laguna Vista Collection System Reconstruction By Cured in Place Pipe, Laguna Vista, Texas, Project Representative/Submittal Review, 2002
- Valley Municipal Utility District No.2 Main Canal Replacement, Rancho Viejo, Texas, Project Representative/Submittal Review, 2003
- LMWD Andy Bowie Wastewater Treatment Plant Improvements, South Padre Island, Texas, Project Representative/Submittal Review, 2004
- Valley Municipal Utility District No.2 Collection System Improvements, Rancho Viejo, Texas, Project Representative/Submittal Review, 2005
- Valley Municipal Utility District No.2 Wastewater Treatment Plant Improvements, Rancho Viejo, Texas, Project Representative/Submittal Review, 2006
- Valley Municipal Utility District No.2 Collection System Improvements Phase II, Rancho Viejo, Texas, Project Representative/Submittal Review, 2008
- BPUB West Brownsville Sewer Rehab., Brownsville, Texas, Project Representative/Submittal Review, 2009

Armando Sosa, E.I.T
Mechanical Review, NorrisLeal, LLC
Texas Firm Reg. No. 14803



Education

BS, Mechanical Engineering – The University of Texas – Rio Grande Valley, 2020

Armando Sosa, EIT has a bachelor's degree in mechanical engineering. Through his work he has gained expertise in planning, design, project management, manufacturing, and quality control of mechanical components working directly under a Professional Engineer. Mr. Sosa is currently working on water and wastewater treatment projects as an EIT, responsible for hydraulics calculations, design of water and sewer systems, road design and verification of system's compliance with TCEQ, and reviewing plans & specs. Certifications Include: Apprentice electrician. License No. 521191, OSHA, 10-hr Construction Safety and Health, Heath: Adult CPR, Blood Borne Pathogens, Basic First Aid.

Project Experience

- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - Current
- City of Edinburg, DWTP Filter control Valve Replacement Project, 2020-2021
- USDA - Install Bipolar Ionization Units at the USDA Mexican Fruit Fly Facility, Edinburg, TX, 2022
- IBWC - Emergency Generator for the United States Section, Mercedes, TX , 2022

- Undisclosed Private Client - NorrisLeal was engaged by Client to submit their existing water systems to TCEQ as part of a Preliminary Engineering Report (Systems (PWS) to the Texas Commission On Environmental Quality (TCEQ) for review, 2021
- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - Current
- Bruni Rural Water Supply Corporation (BWSC) Arsenic Removal Microfiltration (MF) Project, Bruni, Texas
- Los Arcos Subdivision land development, Harlingen, TX
- Harlingen Medical Center (HMC) Clean Room, Harlingen, TX
- Prime Healthcare Call Center, Harlingen, TX

Oscar Rocha
Construction Superintendent | Master Electrician NorrisLeal, LLC
Texas Firm Reg. No. 14803



Construction Superintendent Experience

Mr. Rocha boasts an extensive professional background, having dedicated numerous years to his role as a construction superintendent at NorrisLeal. His experience spans significant contributions to various water and wastewater projects in the Rio Grande Valley, showcasing a wealth of experience in construction management.

In his capacity, Mr. Rocha diligently oversees on-site project representatives, ensuring the precise installation and testing of sanitary sewer lines, manholes, and lift stations in strict adherence to design plans and specifications. His responsibilities extend to collaborating closely with the Project Engineer to maintain project timelines, meticulously reviewing contractors' pay requests, receiving monthly schedule updates, and scrutinizing daily project reports.

Furthermore, Mr. Rocha plays a pivotal role in facilitating effective communication between owners, contractors, and engineers by conducting monthly progress meetings. His steadfast commitment to ensuring the seamless execution of projects, coupled with his wealth of construction expertise, positions him as an invaluable asset to the NorrisLeal team. We take pride in highlighting that Oscar has been an integral member of the NorrisLeal team for all the project references listed, bringing native insight into the Rio Grande Valley and contributing significantly to our successful project outcomes.

Fabian Diaz
On-Site Project Manager, NorrisLeal, LLC
Texas Firm Reg. No. 14803

Project Manager Experience



Mr. Diaz has cultivated a distinguished career over several years as a construction manager within the Rio Grande Valley, contributing significantly to the success of NorrisLeal and the private sector alike. His wealth of experience is underscored by his pivotal involvement in various water and wastewater projects.

In his capacity, Mr. Diaz assumes the responsibility of supervising on-site project representatives to guarantee the precise installation and testing of sanitary sewer lines, manholes, and lift stations in strict accordance with design plans and specifications. He collaborates seamlessly with the Project Engineer to uphold project timelines, meticulously assess contractors' pay requests, receive monthly schedule updates, and scrutinize daily project reports.

Additionally, Mr. Diaz plays a role in fostering effective communication channels by directly engaging with project engineers, facilitating monthly progress meetings that involve owners, contractors, and engineers. His commitment to excellence and extensive expertise in construction and project management render him an invaluable asset to the NorrisLeal-Client team.





THE CITY OF EDINBURG
TEXAS

Statement of Qualifications

for

2024-1
Project Management Services

Submittal Due:
December 12, 2023 at 3:00 PM









B2Z ENGINEERING
900 S. Stewart Rd. Ste. 2, 4, & 14 • Mission, TX 78572
(956) 585-3773

Table of Contents

	Page
Transmittal Letter	2
Firm Qualification and Experience	3
Team Member Qualifications and Experience	14
References	23
Insurance	24
Professional Services Agreement Statement	25
Contact Information	26
Letters of Recommendation	Appendix A

B2Z ENGINEERING

December 11, 2023

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: RFQ #2024-1 Project Management Services

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) is pleased to present our Statement of Qualifications (SOQ) in response to the City of Edinburg's solicitation for Project Management Services. B2Z is excited and pleased to express our interest and commitment to providing quality Project Management Services to the City of Edinburg as outlined in the above-referenced RFQ.

B2Z is a **HUB**, **DBE, MBE**, and **WBE-certified** engineering consulting and materials testing firm known for its ability to build positive working relationships with our clients. We have extensive experience in providing Project Management Services to various local entities and stand ready to provide the same quality services to the City of Edinburg via this contract.

We have assembled a **uniquely qualified** group of **LOCAL TALENT** with extensive knowledge and technical expertise in a multitude of disciplines. B2Z is equipped and prepared to meet all schedule demands and adhere to all quality standards set by the City of Edinburg.

B2Z's proposed **Senior Project Manager, Mr. J. Noe Saldivar, P.E., CFM,** will serve as the primary contact person responsible for matters regarding our SOQ. He is located at 900 S. Steward Rd, Ste. 4, Mission, TX office and can be contacted by telephone at Office: (956) 585-3773 / Cell: (956) 403-9787 or by email at NoeS@B2ZEng.com.

Mrs. Aisha Gonzalez, as Principal of B2Z Engineering, LLC is authorized to bind the firm to a contract with the City of Edinburg. She is located at 900 S. Steward Rd, Ste. 4, Mission, TX office and can be contacted by telephone at (956) 566-3421 or by email at Aisha@B2ZEng.com. Addendum No. 1 to this RFQ was received and has been acknowledged.

Please allow me to be the first to say that we sincerely appreciate the opportunity to present our statement of qualifications in response to the City of Edinburg's request. We look forward to the opportunity to continue our working relationship with the city, should we be selected. We thank you for your time, consideration, and attention.

Respectfully,

Aisha Gonzalez
President
B2Z Engineering, LLC

Firm Qualification and Experience



Office Providing Services

900 S. Stewart Road, Suites 2, 4, & 14
Mission, TX 78572

Contact Person

Mr. J. Noe Saldivar, P.E., CFM
NoeS@B2ZEng.com
(956) 585-3773

Firm Introduction

B2Z Engineering, LLC (B2Z) is a Limited Liability Corporation (LLC) and is a **premier engineering consulting firm established in 2009** and licensed through the State of Texas as a Professional Engineering Firm (TBPE #F-11187). B2Z is **100% LOCALLY OWNED AND OPERATED** and has been headquartered in the Rio Grande Valley since 2009. We are a **Woman-Owned Minority Business** with engineering offices and materials testing laboratories in Mission, Seguin, Houston, and Austin. B2Z has a uniquely qualified group of **LOCAL TALENT** with extensive experience and knowledge in the fields of:

- **Civil Engineering**
- **Project Management**
- **Construction Management**
- **Pre-Construction/Construction Phases**
- **Procurement (Bids and Awards)**
- **Close-Out Phase**
- **Construction Engineering and Inspection**
- **Contract Administration**

Services under this contract will be performed out of our Mission office. Additional support, if needed, will be provided from our regional offices in Seguin, Houston, and Austin. B2Z's Mission Engineering & Laboratory Offices employ over 50 professional and technical personnel. Services performed out of this office include, but are not limited to civil engineering, bridge/roadway design, drainage design, construction/project management, construction engineering & inspection, geotechnical engineering & testing, and construction materials testing.

B2Z Certifications & Accreditations

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Women's Business Enterprise (WBE)
- Historically Underutilized Business (HUB)
- Small Business Administration (SBA) 8(a)
- Woman Owned Small Business (WOSB)
- Economically Disadvantaged Woman Owned Small Business (EDWOSB)
- Hispanic American Business Enterprise (HABE)
- Small Business Enterprise (SBE)
- Small Disadvantaged Business (SDB)
- Administratively Qualified with Texas Department of Transportation
- AASHTO Accredited Laboratory
- USACE Certified Laboratory
- TxDOT Certified Laboratory
- A2LA Accredited Laboratory







AASHTO ACCREDITED

Texas Department of Transportation

A2LA ACCREDITED

B2Z is very familiar with the management, coordination, and supervision of a wide variety of projects, including the construction of all types of public, commercial, and industrial structures, as well as roadways, drainage systems, and bridges. B2Z works primarily in the public sector, and our projects routinely have the following characteristics:

- Complex - planning for great complexity ranging from phased construction for continuous operation to programmatic challenges.
- Agile - thinking through future requirements and flexible planning for facility longevity.
- Delivery challenges - managing schedule, cost, risks and opportunities associated with multiple delivery methods
- Compliant - knowing local, state and federal regulatory requirements for compliance.
- Efficient - establishing energy efficient goals and systems for low operating costs.
- Collaborative - supporting processes for project team efficiency and collaborative working environments.

B2Z's team of project managers, administrative staff, and field personnel have worked on various types of projects, including, but not limited to, Urban County Community Resource Centers (CRCs), publicly funded vertical construction projects, county/TxDOT(state)/ and FHWA (federally) funded roadway improvement projects, and publicly funded drainage improvement projects.

B2Z's approach to risk management focuses heavily on prevention. While other firms help you handle problems – we aim to prevent them. Design and construction projects always present unique challenges, but through a collaborative approach, problems can normally be solved by using these proven techniques:

1. **Exceptional expertise that knows the market and can deliver the requested services** – With over 100 years of construction experience in the Rio Grande Valley, we understand the issues that are unique to our region. In addition, our local proximity is a benefit in terms of hands-on response time to attend meetings and address field issues as they arise.
2. **Proven Results Approach** – **B2Z's** approach to Construction Management has been used successfully on both large and small projects. Through the utilization of our approach, we consistently deliver client satisfaction focusing on the four major project elements; ***quality, scope, budget and schedule***.
3. **Proactive Process** – **B2Z's** services are focused on a pro-active management process throughout the life cycle of the project. We will develop risk-management strategies specific to your project that proactively align the four major project elements.
4. **Overall Team Experience** – Our team has a deep understanding of politically sensitive projects, along with the ability to facilitate resolution within a large group of stakeholders. Because much of our work occurs within a political environment and within the public eye, we are comfortable with the facilitation of the public process.

Statement of Interest

The B2Z business model is to develop trusted relationships by being responsive, providing top-notch customer service, and delivering reliable effective solutions to our clients in a way that minimizes construction costs and expedites construction timelines.

The team assembled for this pursuit is adequately staffed and has the capability to perform the services required. Our team was constructed with the simple goal of being able to provide the City of Edinburg with the highest level of service and necessary resources to ensure the successful completion of all assigned projects. The B2Z team offers extensive first-hand employment experience with local, state, and federal entities, and is fully cognizant of all applicable federal, state & local codes, regulations & standards relating to transportation infrastructure projects that may be assigned by the City of Edinburg.

Through the years, our team of professionals has earned a reputation for taking a prominent role in the design and construction of public and private projects. **Whether we are working on a large or small project, we give each task the same attention to technical excellence and quality control while maintaining responsiveness.**

B2Z's staff is pre-certified in a multitude of categories and has years of experience in working on the design and plan production of highway and bridge structures, in accordance with the latest AASHTO and LRFD design manuals and TxDOT requirements. The following table shows B2Z's current TxDOT pre-certifications:

B2Z Engineering, LLC - Areas of Certification (TxDOT Pre-Certs.)			
1.1.1	POLICY PLANNING	**11.6.1**	CONSTRUCTION SCHEDULE SUPPORT-GENERAL
1.2.1	SYSTEMS PLANNING	**11.8.1**	CONSTRUCT SCHEDULE SUPPORT-SCHED BRIDGE & INTERCHANGE PROJ
1.3.1	SUBAREA/CORRIDOR PLANNING	**11.9.1**	RAILROAD COORDINATION MANAGEMENT DURING CONSTRUCTION
1.4.1	LAND PLANNING/ENGINEERING	**11.10.1**	CONSTRUCTION RECORD KEEPER
1.6.1	MAJOR INVESTMENT STUDIES	**12.1.1**	ASPHALTIC CONCRETE PRODUCTION
1.8.1	PUBLIC INVOLVEMENT	**12.1.2**	PORTLAND CEMENT CONCRETE
1.9.1	GEOGRAPHIC INFORMATION SYSTEM (GIS) AND DATA ANALYSIS	**12.1.3**	MATERIALS ENGINEERING
3.2.1	ROUTE STUDIES & SCHEMATIC DESIGN	**12.1.4**	ASPHALTIC CONCRETE PLACEMENT
4.2.1	ROADWAY DESIGN	**12.1.5**	PORTLAND CEMENT CONCRETE PLACEMENT
4.4.1	FREEWAY INTERCHANGES	**12.1.6**	EMBANKMENT/SUBGRADE/BACKFILL/BASE PRODUCTION
4.5.1	CONSTRUCTABILITY REVIEW	**12.1.7**	EMBANKMENT/SUBGRADE/BACKFILL/BASE PLACEMENT
5.2.1	BRIDGE DESIGN	**12.2.1**	CONCRETE PLANT INSPECTION AND TESTING
5.3.1	MULTI-LEVEL INTERCHANGE DESIGN	**12.2.5**	HOT MIX ASPHALT (HMA) PLANT INSPECTION AND TESTING
5.5.1	BRIDGE & NON-BRIDGE CLASS CULVERT AND INLET DESIGN	**12.4.1**	PAVEMENT DESIGN SERVICES
7.1.1	TRAFFIC ENGINEERING STUDIES	**12.5.1**	PAVEMENT EVALUATION
8.1.1	SIGNING, PAVEMENT MARKING & CHANNELIZATION	**14.1.1**	SOIL EXPLORATION
9.4.1	BIKEWAY DESIGN	**14.2.1**	GEOTECHNICAL TESTING
10.1.1	HYDROLOGIC STUDIES	**14.3.1**	TRANSPORTATION FOUNDATION STUDIES
10.2.1	ROADWAY HYDRAULIC DESIGN	**14.4.1**	BUILDING FOUNDATION STUDIES
10.5.1	BRIDGE SCOUR EVALUATIONS AND ANALYSIS	**14.5.1**	EVALUATION & DESIGN OF GEOTECHNICAL RELATED STRUCTURES
11.1.1	ROADWAY CONSTRUCTION MANAGEMENT AND INSPECTION	**18.3.1**	UTILITY ADJUSTMENT COORDINATION
11.2.1	BRIDGE CONSTRUCTION MANAGEMENT AND INSPECTION	**18.6.1**	UTILITY MANAGEMENT & COORDINATION OVERSIGHT
11.3.1	CONSTRUCTION SUPERINTENDENT	**22.3.1**	OWNER VERIFICATION – LABORATORY MANAGER
11.4.1	ENVIRONMENTAL INSPECTIONS	**23.8.1**	CLAIMS ANALYSIS AND MANAGEMENT
11.5.1	CONSTRUCTION SCHEDULING PROJECT MANAGER	**23.13.1**	PROJECT OFFICE OPERATIONS

Our Services

The Scope of Services, as presented in the RFQ, has been read, reviewed, and analyzed to ensure that our company can provide quality deliverables for the services outlined. As an advocate and representative of the City of Edinburg, B2Z is confident in our ability to accomplish the objectives set forth in this RFQ and manage the project development process.

Pre-Design Phase Services

B2Z will work with City of Edinburg representatives to develop a Construction/Project Management Plan, which will define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements. Developing the Project Management Plan (PMP) is imperative during the pre-design phase to define the project requirements, guidelines, methods and procedures. Our goal is to accomplish the following items identified as part of the PMP:



- Identify project stakeholders, key staff and the project team and their respective roles
- Review Schematic Plans if available
- Review current budget and develop Master Project Budget
- Develop Master Schedule with short- and long-term milestones
- Review Master Planning and Development Documents
- Identify risks or potential icebergs and develop recovery plans
- Define the project's guiding principles
- Define design imperatives (guiding principles) for both qualitative and quantitative expectations
- Identify gaps within the program, budget, schedule and quality expectations
- Develop RFQ/RFP's for Architect selection, if not already completed.
- Explore project phasing and sequencing
- Discuss all owner needs such as FF&E and additional consultants to establish an overall program budget
- Identify communication pathways and needs
- Establish quality assurance expectations
- Establish project control procedures
- Clarify methods of claims avoidance and how to foster a collaborative team approach
- Issue the PMP

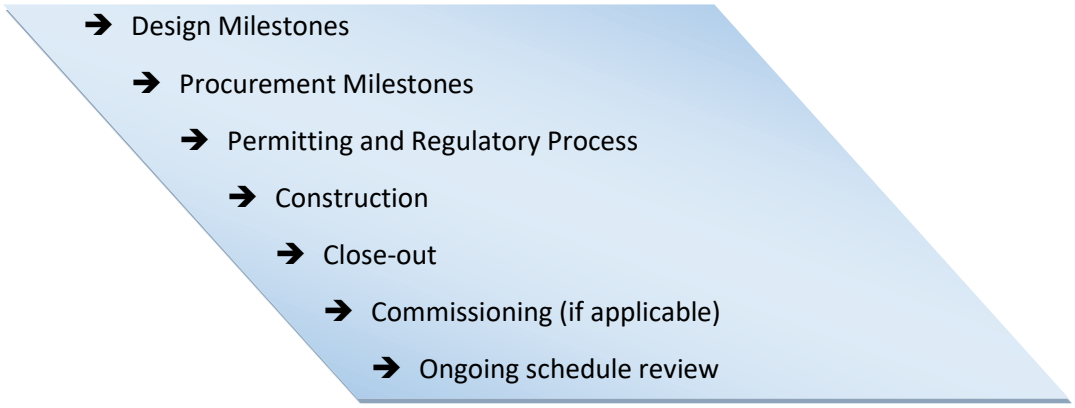
Design Phase Services

Management of Design Phase. B2Z will provide services for the design phase and support the development of scopes of construction work to be included in the design review and delivery of construction documents. Activities will include the following:

- Oversight of Architect & Design Team
- Early detection of issues is a major key to potential cost and time savings on any project. The opportunity to capture these savings is greatest during the planning and design phases and diminishes rapidly as the project progresses Milestones
- Design Management for Budget Adherence
- Cost control with periodic cost estimates
- Design schedule adherence
- Key stakeholder approvals and acceptance
- Quality reviews
- Constructability reviews
- Evaluation of alternative construction methods
- Value engineering

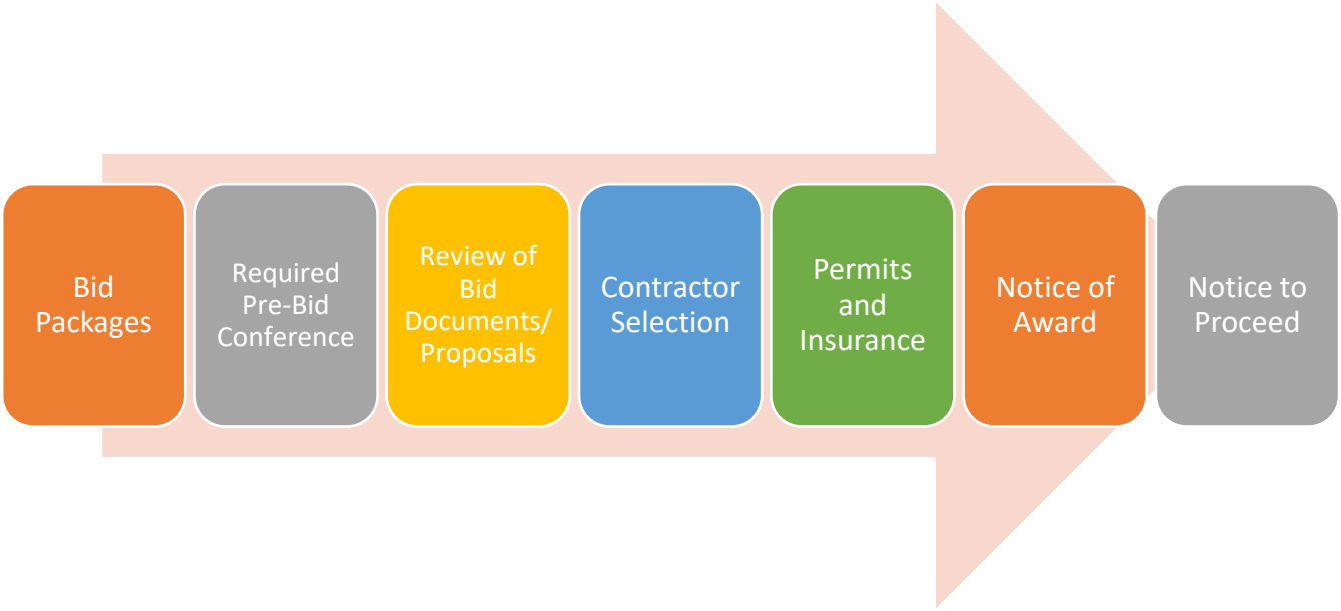
Task Sequencing

Time is one of the four major constraints that determine project success. The master project critical path schedule is vital in communicating the tasks that must be completed, resources needed to complete those tasks, and in what timeframe. B2Z will develop a Gantt chart or similar task sequencing model with a level of detail necessary to establish the overall sequence of project elements and timing for completion of those elements and the overall project. The master critical path schedule will include the following:



Contractor Bid Solicitation and Selection

B2Z will work in conjunction with the City of Edinburg and project architects/engineers to solicit, review, and select the contractor through the agreed-upon delivery method. This will include assistance in the development and execution of:



Construction Phase Services

Acting as a liaison for the city, B2Z will operate as the City of Edinburg's representative in overseeing the day-to-day construction activities in the field. B2Z will ensure that all contractors and consultants fulfill their requirements and contractual obligations as per their respective contracts. Construction Management becomes a crucial role once the Contractor has been selected and procured. Oversight of the Contractor and consultants in all aspects of project control (quality, budget, schedule, & scope) is vital for successful project delivery.

Construction Management

- Quality Assurance (QA)/Quality Control (QC)
- Permit Coordination
- On-site Construction Administration
- Document Control
- Monitor Schedule
- Monitor Activities
- Change Order Management & Processing
- Procedure for processing Contractor Payments
- Contractor Payment Review
- Shop Drawing Management
- Maintenance of the as-built documents
- Safety & Health Program
- Operations planning & Management review

Field Inspection Services

B2Z will provide on-site field representation to ensure compliance with the schedule, budget, quality, and contractual requirements. On-site field representation during the construction phase will allow us to conduct, prepare, and present the following:

Daily Field Reports

B2Z will ensure the contractor prepares a daily log of all project activity to include:

- ☐ Weather
- ☐ Contractor(s) manpower
- ☐ Contractor(s) equipment
- ☐ Material/equipment deliveries
- ☐ General description of work performed and location
- ☐ Issues and areas of concern or critical to job progress

Monthly Progress Reports

B2Z will prepare a monthly report outlining the activities of the preceding month. The report will include, but not limited to, the following information as required by City of Edinburg:

- ☐ Updated project information
- ☐ Updated budget information
- ☐ Updated schedule information
- ☐ Progress photos

Progress Photos

B2Z will take and maintain a progress photo catalog on behalf of the City of Edinburg. Each month, a file for progress photos will be cataloged and included in the Monthly Progress report. At the completion of the project, all photos will be transferred to the City of Edinburg via the City's preferred method (i.e., USB, electronic link, etc.).

Project Progress Meetings

B2Z will organize, conduct, and document bi-weekly progress meetings involving the project architect/engineers, the contractor's principal personnel, and, as required, the City of Edinburg staff. Topics covered will include:

- Quality Assurance (QA)/ Quality Control (QC)
- On-site Construction Administration
- Document Control
- Schedule Adherence
- Budget Adherence
- Change orders
- Contractor Payment Review
- Shop Drawings
- Maintenance of the As-Built documents
- Safety & Health

Project Controls

By incorporating third-party project management software and the latest project control systems, vital information can be provided in a timely manner so that important decisions can be made by key stakeholders. These systems assist in creating a transparent environment where all stakeholders will have access to project information. B2Z will coordinate with the appropriate persons to manage the processing of schedules, design deliverables, and distribution, invoices, contracts, change orders, amendments, and other controls to develop systems that result in the delivery of work and services on time and on budget. Some of the key benefits of a successful project control system are:

- Transparency
- Reporting to Key Stakeholder's
- Record keeping of all inspection logs, test reports, pay requests, daily reports, change orders, submittals, RFI's, invoices, contracts,
- Expediting Contractor and Consultant Pay Requests

Project Close-out Phase Services

Project close-out is a critical project phase that, when performed properly, will create significant benefits for the City of Edinburg. B2Z will manage and assist the City during this phase to ensure a successful transition from project close-out to building occupancy and, finally, building operations. Key elements of project close-out include:



Meeting Timeline Requirements & Staffing



We have staff available to begin work immediately for any size project (part-time or full-time). On all B2Z projects, we are cognizant that maintaining a predictable project schedule is paramount to successful project delivery. The B2Z team prides itself on meeting, and often exceeding the schedules developed by our clients and project owners. We have developed a system for project schedule monitoring that has proven itself on over $1B worth of construction contracts. As a function of our proven system, we develop a schedule early in the process to ensure that we have the appropriate staffing levels assigned to the critical path components. This schedule is developed in conjunction with both the client and any other project stakeholders with consideration of the major project milestones and anticipated project hurdles. **B2Z has committed the services of experienced personnel who know and understand the tasks required to perform municipal projects.** This will undoubtedly allow us to keep ahead of schedule and add additional resources as appropriate. A few examples of our previous successes in this arena are as follows:

- After B2Z assisted in the procurement of a Construction Manager at Risk (CMAR) for the Hidalgo County Drainage District No. 1's new Administration Building, B2Z fast-tracked the project to comply with the Owner's accelerated project and construction schedule. B2Z worked closely with the Contractor, design team, and other project stakeholders to ensure compliance with the schedule without a reduction in project quality. B2Z was able to successfully deliver the certificate of occupancy (C of O) of the Administration Building sixty-four days ahead of schedule and coordinated FF&E move-in for the Hidalgo County Drainage District in just under two weeks**.**
- Due to fast-track negotiations with the Texas Department of Transportation Waco District, B2Z was able to exceed our project schedule on a Cat 6a Bridge Replacement project that was programmed for letting in FY2022 and position the project to receive funding in FY2019. We worked with the FHWA and TxDOT to facilitate concurrent reviews and expedited our response time for all comments they had. This accelerated schedule was based on the fact that the structure was considered structurally deficient, and as such, we (and the Client) felt it prudent to replace it as early as possible to ensure the safety of the traveling public.
- Due to the impending expiration of project funds, B2Z met an aggressive accelerated 6-month design schedule for approach roadway work and 3 independent bridge replacement projects for TxDOT in Killeen, TX. Since project funding was set to expire if these deadlines were not met, we developed a Plan of Action (POA), which included additional staffing and around-the-clock work to complete the PS&E. We ultimately finished the project 2 weeks ahead of schedule to the satisfaction of the Client.

B2Z Projects

B2Z has performed similar services for local governmental entities throughout Hidalgo County and the Rio Grande Valley. Furthermore, the B2Z team commits to learning the City of Edinburg's workflow processes for Project Management Services to seamlessly integrate into the City of Edinburg's established work protocols.

While we have not had the opportunity to provide Project Management Services directly to the City of Edinburg, our firm does have an established working relationship with the City. B2Z is currently contracted to provide On-Call Professional Engineering Services and On-Call Geotechnical and Construction Material Testing Services. B2Z has completed numerous projects within the region that are similar in scope to the one proposed. Below is a sampling of some of our most recent projects with similar scopes of work to those outlined in the City's RFQ.

Hidalgo County Health Department Testing/Bio-Safety Laboratory

Client: Hidalgo County (Mr. Eduardo Olivarez – Chief Administrative Officer – Ph. (956) 383-6221)



Description/Scope: B2Z was contracted to perform preliminary design and provide project/construction management, geotechnical engineering, and material testing services. The proposed 10,413 square feet, $4.08M facility consists of a clinic, administration, and two Bio-Safety Laboratory. Three (3) borings at a depth of 20 feet were drilled at approximate locations of the proposed building structure. Laboratory testing included Atterberg limits, gradation (-200), moisture content, sieve analysis, hydrometer, and sulfate content. B2Z provided structural evaluations of the borings, shear strength models, and soil profiles. Shallow foundation analysis and recommendations were provided, as well as construction recommendations.

County Services Facility - P4 New Justice Center – Hidalgo County Precinct No. 4

Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)



Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 4 to oversee and manage the design, procurement, and construction of a new 12,500 square foot administrative facility that will house the Hidalgo County Precinct 4 Constable and the Hidalgo County Precinct 4 Justices of the Peace, places 1 and 2. The scope of services for B2Z include but are not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.

All-Star Park – Hidalgo County Precinct No. 4

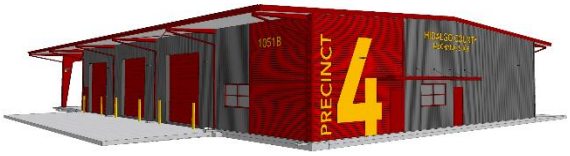
Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)



Description/Scope: B2Z was contracted to oversee and manage the design, procurement, and construction of the additions to the All-Star Park project, formerly known as Sunflower Park. The additional park amenities will include a lit concrete walking trail, an all-inclusive (ADA accessible) playground, softball/baseball field, soccer field, basketball court, a new storage shed, and a splash pad for kids of various age ranges. This park is a partnership between Hidalgo County Precinct No. 4 and the Texas Parks and Wildlife Department.

New Mechanic Shop – Hidalgo County Precinct No. 4

Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)



Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 4 as Construction Manager (CM) to oversee the construction of a new 11,500 square foot operation's facility. The B2Z team was tasked with management of design team, procurement of the CMAR, construction contract administration, CMT coordination and review, change order management, project scheduling, permitting assistance, daily site inspections, assist Hidalgo County with FF&E coordination, quality control, Biweekly Owner, Architect, Contactor meetings. The scope of services included but were not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.

Hidalgo County Drainage District No. 1 - Administration Building

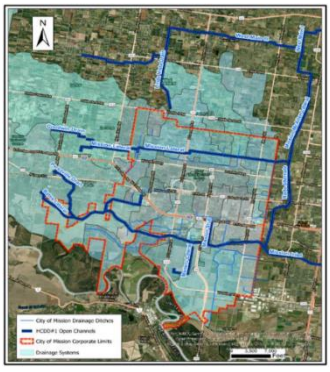
Client: Hidalgo County Drainage District No. 1 (Mr. Raul Sesin, P.E., CFM – Ph. (956) 292-7080)



Description/Scope: B2Z was contracted by Hidalgo County Drainage District No. 1 to manage the design and construction of their new administration facility. The scope of services included conceptual design assistance, management and oversight of project team (design, contractor, consultants), preliminary cost estimates, CMAR procurement (solicitation, bid document preparation, contractor selection), value engineering reports and recommendations, meetings and coordination, construction contract administration, & daily reports.

City of Mission: City-Wide Drainage Projects Design Management

Client: City of Mission (Juan Pablo 'JP' Terraza, P.E. – Ph. (956)585-3275)



Description/Scope: B2Z Engineering is currently serving the City of Mission as the City's Project Manager for the design & construction management of 7 city-wide drainage projects. This program is currently in the design phase. The B2Z team is providing design management and oversight of seven design engineers of records that were retained by the City to upgrade the drainage systems around the City. In this phase, B2Z is tasked with ensuring each project is being designed in a manner that meets constructability and specification standards, as well as enforcing schedule adherence by each engineer of record. B2Z is also providing the City with Construction Management & Inspection Services and Construction Materials Testing for the 7 drainage projects once contractors have been secured to commence construction.

Elsa Skate Park Project – Hidalgo County Urban County Program

Client: Hidalgo County Urban County Program Ph. (956) 787-8127



Description/Scope: B2Z was contracted to design and provide construction management services for a new skate park in the City of Elsa. The project included a concrete pad site with various ramps, rails, and other skateboard and roller skate amenities. B2Z prepared the bid packets and oversaw the construction of the highly anticipated recreational facility improvement project. The above-ground skate park is the first of its kind in the

Delta area, providing state-of-the-art durable ramps and rails designed to withstand the extreme elements of the Rio Grande Valley.

Precinct 1 Tax Office Substation

Client: Hidalgo County Precinct No. 1 (Commissioner David Fuentes – Ph. (956) 968-8733)

Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 1 as Project Manager (PM) to oversee the design and construction of their new 5,300 square foot facility. The project is ground-up new construction and will be delivered using the Construction Manager at Risk (CMAR) delivery method. The B2Z team was tasked with management of the Architect/Engineer, procurement of the Construction Manager at Risk (CMAR), construction contract administration, change order management, value-engineering, project scheduling, permitting, daily site inspections, quality control and building turnover.



Hidalgo County Pct 2 - Community Resource Center Youth Facility

Client: Hidalgo County Precinct 2 (Commissioner Eduardo Cantu. – Ph. (956) 566-1974)

Description/Scope: B2Z was contracted by Hidalgo County Precinct 2 to project manage the design and construction of a Community Resource Center (CRC) in San Juan, TX. The scope of services included but were not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.



Hidalgo County Pct 2 - County-Wide Shop

Client: Hidalgo County Precinct 2 (Commissioner Eduardo Cantu. – Ph. (956) 566-1974)

Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 2 to manage the construction of the County Wide Mechanic Shop Facility located on the campus of the Precinct 2 Operations Facility. The scope of services included management and oversight of project team and project stakeholders, bid assistance, bid tabulation and contractor recommendation, meetings and coordination, construction contract administration, and daily reporting, including photos.



Team Member Qualifications and Experience

B2Z and its team members hold themselves to the highest level of both personal and professional integrity and only undertake tasks in which they can perform competently and expertly. This ethical standard has resulted in B2Z not being party to a lawsuit since its inception in 2009, nor has a claim been made against its errors and omissions insurance policy. Furthermore, all B2Z personnel follow the National Society of Professional Engineer's (NSPE) code of ethics six fundamental canons.

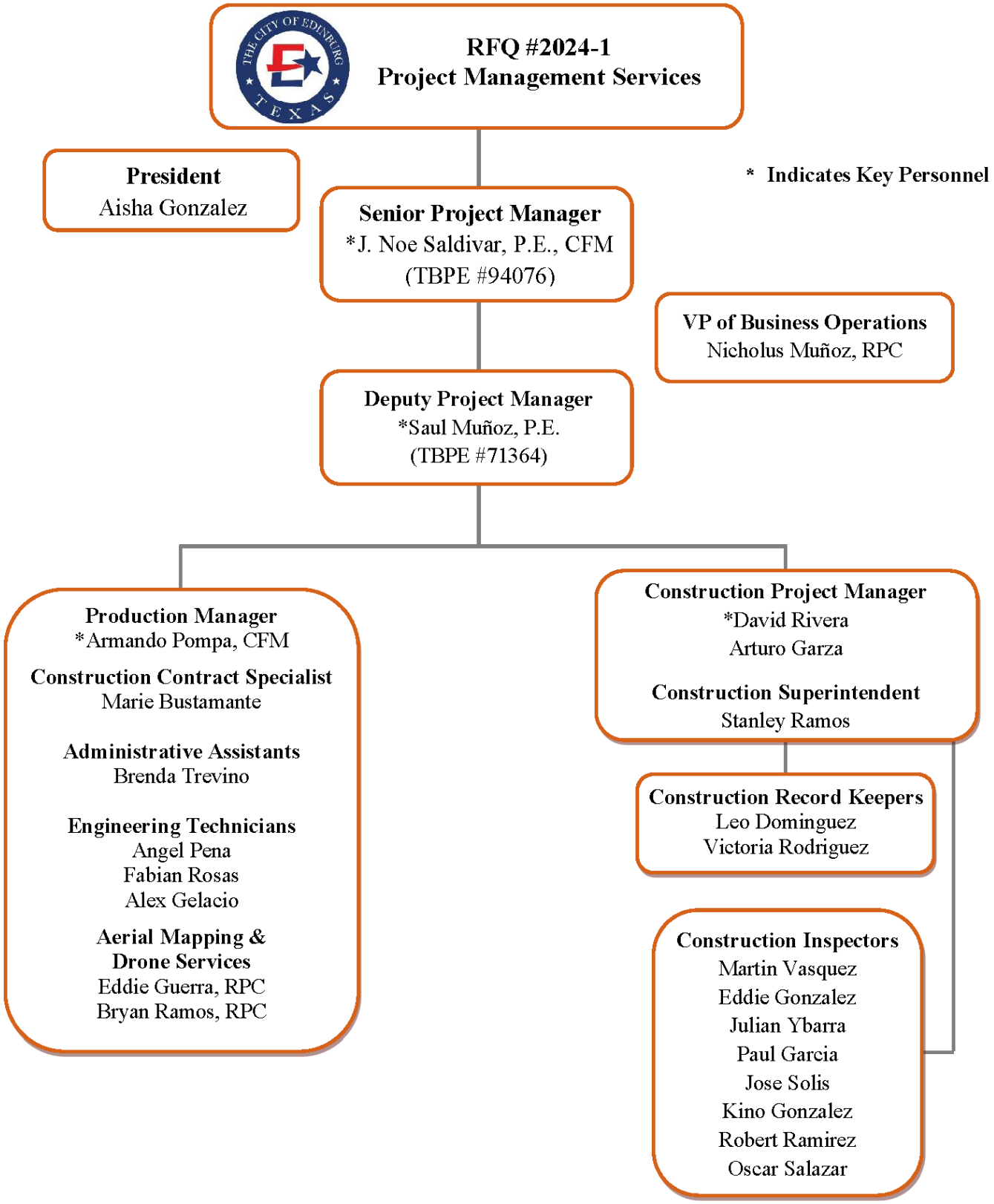
NSPE® NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

- Hold paramount the safety, health, and welfare of the public.
- Perform services only in areas of competence.
- Issue public statements only in an objective and truthful manner.
- Act for each employer or client as faithful agents or trustees.
- Avoid deceptive acts.
- Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor reputation, and usefulness of the profession.

B2Z's staff is comprised of highly skilled individuals possessing **extensive knowledge and expertise** in civil engineering, structural/bridge engineering, pavement/roadway design, drainage analysis and design, geotechnical engineering, and construction engineering (please refer to page 16 for an illustration of our organization chart).

Mr. J. Noe Saldivar, P.E., CFM will serve as B2Z's **Senior Project Manager**, bringing *over 24 years* of progressive experience in project management. **Mr. Saul Muñoz, P.E.,** will serve as the **Deputy Project Manager/Construction Engineer.** He brings *over 40 years* of experience – with 25 years at TxDOT managing PS&E design, road/bridge construction, contract administration, project letting, project management, and final project acceptance. **Mr. Armando Pompa, CFM** is B2Z's **Production Manager,** bringing *over 15 years* of experience in the infrastructure industry. He oversees the civil infrastructure department by assisting the project engineering team with plan production and design input. Mr. Pompa also oversees the GIS department with over 10 years of experience as a GIS analyst. **Mr. David Rivera** is B2Z's **Senior Construction Project Manager**. He brings *over 31 years* of experience in project/construction management and understands the nuances associated with project development through project close-out phases. B2Z's Support Staff includes **Mr. Arturo Garza, III (Construction Project Manager)**, who brings *over 17 years* of experience in the public sector. Mr. Garza has experience in managing multi-million-dollar maintenance & operations budgets. **Mr. Stanley Ramos** is B2Z's **Construction Superintendent,** and he brings *over 36 years* of experience in the field of construction engineering. **Mr. Leonel Dominguez** is B2Z's **Senior Construction Record Keeper,** bringing *over 34 years* of experience in construction inspection and contract management. *Resumes with biographic summaries and project experience are provided on page 16 of this submittal.*

B2Z's Organizational Chart





Jose Noe Saldivar, P.E., C.F.M.

Title
Senior Project Manager

Years of Experience
24

Education
BS, Civil Engineering
Instituto Tecnologico de Cd. Victoria, 1997

Training/Certifications
Professional Engineer: Texas/94076

Certified Floodplain Manager (CFM) / 3340-17N

Areas of Expertise
- Hydraulic Design
- Hydrologic Studies
- FEMA Requirements, Coordination & Funding
- Bridge Design
- Roadway Design
- Project Management

TxDOT Pre-certifications
4.2.1 – Roadway Design
8.1.1 – Signing, Pavement Marking, and Channelization
10.1.1 – Hydrologic Studies
10.2.1 – Roadway Hydraulic Design

Summary

Mr. Saldivar has more than 24 years of progressive experience in transportation and drainage planning and design. He has served as a Project Manager and a Surveying Manager for various engineering firms. He is experienced in route studies and planning, preparation of plans specifications, and estimates (PS&E), utility relocation, geometrics, signage and pavement markings and hydraulics. He has participated on numerous engineering assignments associated with the development of roadways, storm drainage systems, traffic control planning, bridge layout, and various other civil engineering applications. His experience includes design and development and hydraulic report/data sheet development. He is proficient in software such as Windstorm, Culvert, HEC-RAS, TR 55, HY8, Geopak and AutoCAD. Mr. Saldivar has prepared numerous drainage studies and reports including determining proposed improvement impacts, drainage areas, discharges, FEMA floodway requirements, culvert/ bridge locations and sizes, design frequency flow, tailwater and headwater elevations for design and anticipated overtopping of the bridges. He has performed scour analysis and prepared numerous SW3Ps to minimize sediment transport into drainage facilities. Mr. Saldivar's representative project experience includes:

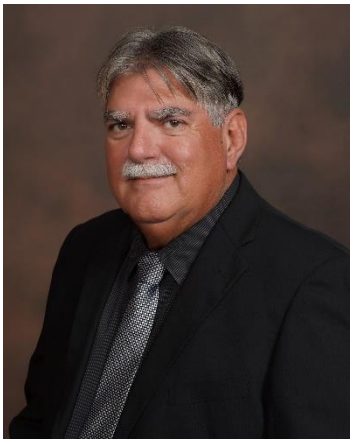
Relevant Project Experience

2018 Drainage Bond Program, Hidalgo County, TX
Role: Project Manager
As Project Manager, Mr. Saldivar was responsible for managing seventeen (17) consultants with countywide projects that would positively affect more than 69,000 structures in Hidalgo County, helping to protect more than $5.5 billion in assessed property value. The 2018 Drainage Bond Program consists of 37 projects of which ten (10) projects required coordination with USIBWC to secure environmental clearance for amended or new licenses for structures outfalling into the USIBWC Floodway. Mr. Saldivar was responsible for reviewing and approving all H&H deliverables.

US 277 / Maverick County, TxDOT-Laredo District
Role: Project Engineer
As Project Engineer, Mr. Saldivar was responsible for storm sewer design which proved to be more feasible since the basin size was limited and due to shallow groundwater in the area. The storm system outfalls into Canyon Grande Creek; therefore, the creek was analyzed to find appropriate tail water elevations for culvert drainage areas and regional regression equation for Canyon Grande Creek.

North I Road, Pharr, TX
Role: Project Engineer
As Project Engineer, Mr. Saldivar was responsible for storm sewer design, illumination, signing and pavement markings. He analyzed to find appropriate tailwater elevations for the storm drain system. Hydrology services included the rational method for small, paved drainage area. SW3P sheets were completed.

North San Juan Drainage Lateral, San Juan, TX
Role: Project Engineer
Performed survey and assisted in performing a hydraulic study and drainage ditch design along with drainage structure for the upsizing the irrigation district owned drainage ditch in north San Juan, Texas from 495, north to its outfall north of Canton Road.



Saul R. Muñoz, P.E.

Title
Deputy Project Manager

Years of Experience
40 (25 with TxDOT)

Education
Bachelor of Science in Natural Gas Engineering

Certifications/Training
Professional Engineer:
TBPE #71364

Local Government Project Procedures Certified (LGPP)

Management Certification (FHWA)

Texas Concrete Pipe Association

Areas of Expertise
- Construction Engineering
- Construction Management
- Construction Inspection
- Constructability Review
- Project Close Out Process
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Materials Testing
- Soils & Subgrades
- Local Government Projects Development
- Knowledge of Federal and State Highway Requirements
- Highway Construction & Design Engineering (Roadway & Bridge)
- Highway Plan Review & Preparation

Summary

Mr. Muñoz has over 40 years of experience in the field of Engineering. With over 25 years of TxDOT experience, Mr. Muñoz brings a wealth of knowledge in the areas of road/bridge design and construction, inspection and materials testing, project lettings, contract administration, change orders, construction payments, and project management. Throughout his career, Mr. Muñoz has gained extensive knowledge of working on large complex Interstate projects, State Farm to Market Highways to Off System Roads and Bridges. His experience includes working with highly experienced Contractors, Subcontractors, City Municipalities and Leaders, County Municipalities and Federal Entities including, but not limited to the Federal Highways and Administration, IBWC, and the USACE. Mr. Muñoz has managed over 100 projects specializing mainly in bridge and roadway construction. As District Construction Engineer in Pharr, Mr. Muñoz prepared several million-dollar change orders, negotiated costly utility disputes for extended performance, and settled construction claims as necessary. In the Dallas District, Mr. Muñoz was also responsible for plans, specifications, and estimates, geometric highway control, pavement thickness design, drainage area mapping, storm sewer design, and hydraulic & environmental reports.

Mr. Muñoz performed the following services on the relevant projects listed below:

- Construction site daily/weekly inspection and management
- Project plan and specification adherence
- Progress meetings
- Evaluate back-charges and change order entitlement
- Evaluate payment requests by contractor

Relevant Project & Area Experience

Mile 3 Road Project (Hidalgo County, TX)

$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals, and outfalls.

Dicker Road Project (Hidalgo County, TX)

$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lanes rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane).

Regional Linear Park Project (Hidalgo County, TX)

$3.8M Construction Cost. The RLPP Section II was 2.64 miles of new location consisting of a ten-foot-wide asphalt trail that accommodated two-way shared-use traffic, as well as two prefabricated pedestrian bridges, and three pedestrian box culvert tunnel crossings under three major roadways. The trail was inclusive of pavement markings, signing, and continuous illumination.

US 83 Expressway in South Texas (US 281/US 83 Interchange to FM 1423)

$55.3M Construction Cost - 2 Projects – Six Mile Section. Managed Mainlane Construction, Frontage Roads, Bridges, RE Walls, Storm Sewer Drainage, Large and Small Signing, High Mast Lighting, and Signalized Intersections.

US 281 Expressway, Road & Floodway Bridge - Six Segments

$184M Construction Cost – Six Reconstruction Projects – 27 Miles. Managed Mainlane Construction, Frontage Roads, Bridges, Super Structures, Fly Over Structures, RE Walls, Storm Sewer Drainage, Large and Small Signing, Localized and High Mast Lighting, and Signalized Intersections.



Armando Pompa, CFM

Title
Production Manager

Years of Experience
15

Education
Bachelor of Business Administration: Information Technology & Networks

Certifications
Certified Floodplain Manager (CFM)

Areas of Expertise
- Emergency/Disaster Response Planning
- Hydrologic Mapping
- Data Research
- Drone pre-flight management & post flight processing
- Trimble Business Center
- Geo-referencing & Geo-processing
- Construction project management
- Schematics
- Watershed Delineation
- Urban Planning
- Wetland Delineation
- Environmental Constraint Mapping
- Conceptual Layouts/Mapping
- 3D Visualization/Rendering
- Bridge Detailing/Design
- Website Design/Creation
- Cartographic Design
- Metadata and Documentation
- Database Creation
- SQL & Python Scripting
- Utility Mapping

Summary

Mr. Pompa has over 15 years of experience in the infrastructure industry. He has participated in a wide range of projects, from road and drainage design to GIS analysis and drone surveying technology. Mr. Pompa is responsible for overseeing the civil infrastructure department by assisting the project engineering team with plan production and design input. Mr. Pompa also oversees the GIS department with over 10 years of experience as a GIS analyst. He is responsible for ensuring our clients are provided with the maps and analysis they need to effectively communicate with their constituents and provide GIS analytics to assist in community development and emergency preparedness. Mr. Pompa also oversees the Drone department which is instrumental to the industry by providing clients and in-house projects with the latest survey-grade orthomosaic imagery and existing land data, such as contours, DEMs, Hydro-statistical data and post-disaster photography and videography.

Relevant Project Experience

Hidalgo County Precinct No. 2 Stormwater Management Project
B2Z was contracted to provide a solution to Precinct 2's rural drainage problem, B2Z was tasked to design a stormwater system that provided a positive flow at all rural roads, ultimately discharging stormwater to a nearby drain ditch or detention pond. Mr. Pompa oversaw the data collection via sUAS (drone) aircraft and survey-grade data collection. B2Z processed the data collected to design and develop PS&S sheets for Precinct No. 2 staff's use.

City of Mission Geographic Information System (GIS) Services
Mr. Pompa, with the support of the GIS team, are the fiduciary agents for all data for the City of Mission. With two Senior GIS Analysts, having over 20 years of combined experience, including one GISP, B2Z is responsible for collecting, managing, and processing Mission's GIS data. Mr. Pompa oversaw the creation of the city's first ever online GIS web maps that provide their constituents with real-time planning solutions, preventing residents from having to make a trip to city hall to request city infrastructure data.

Hidalgo County Drainage District #1 Site Assessment Mapping
Mr. Pompa managed two teams to complete this project. He oversaw the drone team's task in collecting aerial imagery of all the colonia boundaries within Precinct No. 3. He also managed their effort in field data reconnaissance using survey data collection devices from Trimble and ESRI (ArcCollector and Survey 123). Mr. Pompa managed the GIS team to make sure they assimilated all the data that was collected by the drone and survey team and generated site assessment maps that identified the colonias legal boundary, easement, existing utilities, existing drainage, etc.

Moveable Bridge Inspection and Routine Maintenance Contracts (RMC)
Mr. Pompa, with the support of the Drone team, performed inspection on the Rio Hondo Lift Bridge within the TxDOT Pharr District and the Cow Bayou Swing Bridge within the Beaumont District. Utilizing drone videography and aerial imagery, Mr. Pompa collected and recorded existing bridge conditions further cataloging and categorizing the data for use within the conditions report.

Ecodyne May Plant LiDAR Data Collection
Mr. Pompa managed the B2Z drone department which was tasked to collect existing field conditions using UAS drone flight operations. Mr. Pompa coordinated with surveyors to establish property boundaries and coordinated with the drone team for flight planning and data collection. Post flight operations, Mr. Pompa worked with the GIS department to process the flight data by extracting and categorizing, creating LiDAR points for use by our clients and created high-quality ortho-imagery of the project site.



David Rivera

Title
Construction Project Manager

Years of Experience
31

Education
Bachelors in Business Administration – University of Texas Pan American

Areas of Expertise
- Construction Management
- Program Management
- Quality Assurance/Quality Control
- Laboratory Field Operations
- Bidding Procedures
- Report Development
- Project Planning
- Design Development
- Contractor Scheduling
- Construction Record Keeping and Reporting (Federal Money)

Summary

Mr. Rivera is B2Z's Senior Construction Inspector. He has over 31 years of experience and has worked on over 100 construction projects including new construction, remodeling, and finish outs. Mr. Rivera works to establish communication procedures, including the appropriate chain of command for all communications for projects and set up an appropriate tracking system for necessary approvals. He works to develop and periodically update CPM schedules and negotiate and prepare agreements, including bid packages and contract documents, for successful execution of work. Mr. Rivera oversees construction/installation activities, including coordination of crews, and contractors. Mr. Rivera performs inspection of construction work for conformance with contract/plan requirements and specifications.
Mr. Rivera performed the following services on the relevant projects listed below:

- Pre-Design - Site Investigations
- Management of Design Team
- Procurement assistance (CMAR / GMP / CSP)
- Held Pre-Construction Meetings / Progress Meetings (OAC)
- Daily Site Inspection and Project Coordination
- Field reports & progress photos
- CMT coordination & Review
- Construction Contract Administration
- Change Order Management & Negotiation
- Review/Approve Contractor Payment Applications
- Project Closeout / Building turnover

Relevant Project Experience

Hidalgo County Precinct No. 2 – Las Milpas Park Youth Facility / Pharr, TX
$1.69M Construction Cost. B2Z was contracted as the Construction/Project Manager (CM/PM) for the Las Milpas Park Youth Facility at Aquilis "Jaime" Garza Park to oversee the construction of two buildings: community resource center at approx. 6,000 sq ft and a gym at approx. 5,500 sq ft.

Hidalgo County Precinct 4 – New Mechanic Shop / Edinburg, TX
$1.8M Construction Cost. B2Z was contracted as Construction/Project Manager (CM/PM) to oversee the construction of a new 11,500 square foot operation's facility.

Hidalgo County Precinct 1 – Tax Office Substation / Weslaco, TX
$1.2M Construction Cost. B2Z was contracted by Hidalgo County Precinct No. 1 as Project Manager (PM) to oversee the design and construction of their new 5,300 square foot facility. The project is ground-up new construction and will be delivered using the Construction Manager at Risk (CMAR) delivery method.

Hidalgo County Drainage District No. 1 – Administration Building / Edinburg, TX
$1.95M Construction Cost. B2Z was contracted to manage the design and construction of their new 10,000 square foot administration building. The project was ground-up new construction and was delivered $34,000 below the established guaranteed maximum price (GMP) and 31 days ahead of an already aggressive schedule.

Additional Project Information Available Upon Request



Arturo Garza III

Summary

Mr. Garza is B2Z's Construction Project Manager. He has over 17 years of experience in the public sector. Mr. Garza has experience in managing multi-million-dollar maintenance & operations budget. As the Maintenance & Energy Director for Donna ISD, Mr. Garza was responsible for creating specifications and scope of work for facility improvement projects, and the management of major facility improvements. He was also the District's Liaison between Architects, Engineers, and Consultants, and provided leadership on multi-department in-house related projects. As the Director of Operations for the City of San Benito, Mr. Garza served as the Construction Project Manager for various public facility improvement projects (i.e., Southside Park Project, Streetlight Projects, Library Roof, etc.). Mr. Garza was also the City's Liaison for various entities/organizations, such as architectural and engineering firms, the Rio Grande Valley Metropolitan Planning Organization (RGV MPO) Technical Advisory Committee, Texas Department of Transportation (TxDOT), etc.

Relevant Project Experience

Hidalgo County Head Start Program Outdoor Learning & Discovery Classrooms Project / Edinburg, TX

$4M Construction Cost. Oversee and manage the design, procurement, and construction. 7,000 square foot large climate-controlled pavilion, 7 - 770 square foot outdoor classrooms/pavilions, 7 learning walls, 2 walking trails, 2 sets of children restrooms, 2 sets of adult restrooms, 10 nature instructional play areas, and a storage area. The project will also include utility installations (water and sewer), landscaping, fencing, and a school bus parking area.

Donna ISD Football Stadium Renovation Project / Donna, TX

$3M Construction Cost. Replace a ten-year-old field turf, track and replacing existing scoreboard. The project consisted of two different companies, Field Turf was tasked to replace the turf and track and Daktronics was tasked to replace the scoreboard.

Donna ISD Early College High School Building "M" Renovations / Donna, TX

$367K Construction Cost. Renovate 11,000 square foot building to make it ready to use as the district's Early College High School. The project consisted of roofing repair work, replacing all interior drop ceiling tiles, replacing all fiberglass insulation, installing new boy's urinals and lavatories, painting interior and exterior walls, minor interior wall repairs, remodel reception area to use as a waiting room, install new axis door entry system, install new fire and security alarms, create an opening for a new exterior door, sidewalk repair and install a canopy shade structure.

South Park Project / San Benito, TX

$1.25M Construction Cost. The park consisted of new 25 space parking lot, a half mile asphalt walking trail, two soccer fields, one with LED sports lighting, a splash pad water park, outdoor exercise equipment, and concession stand with restrooms.

Additional Project Information Available Upon Request

Title
Construction Project Manager

Years of Experience
17

Education
Master of Public Administration – University of Texas Pan American

Bachelors in Science – University of Texas Pan American

Training/Certifications
Texas Association of School Board Officials

South Texas Association of School Maintenance Officials

Areas of Expertise
- Design Development
- Quality Assurance/Quality Control
- Construction Management
- Program Management
- Bidding Procedures
- Report Development
- Project Planning
- Contractor Scheduling
- Budget Administration
- Strategic Planning & Development



Title
Construction Superintendent

Years of Experience
36

Certifications/Training
Roadway Specialist
Level 1B – Texas Hot Mix Center

Local Government Project Procedures (LGPP)

TxDOT Environmental Storm Water Pollution Prevention Plan (SW3P) Certified

TxDOT Construction SW3P Stage Gate Inspection Report Certified

TxDOT Section 404 Wetlands & Permit Application Certified

Areas of Expertise
- Bridge Construction Inspection
- Local Government Projects Development
- Knowledge of Federal and State Highway Requirements
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing
- Project Management & Close Out

Stanley Ramos

Summary

Mr. Ramos has over 36 years of experience in the field of Engineering. With over 31 years of TxDOT experience, Mr. Ramos brings a wealth of knowledge in the areas of construction management, inspection and materials testing. Throughout his career, Mr. Ramos has worked on construction projects involving interchanges, bridges, overpasses, flyovers as well as continuously reinforced concrete pavement. He has extensive experience in the inspection of highway, street and bridge construction as well as sampling and testing of construction materials. At the TxDOT Pharr Area Office, Mr. Ramos has instructed professional engineers, engineers-in-training and technical employees on TxDOT's sampling and testing procedures and frequencies for each type of construction operation.

Project & Area Experience

Project Name: Dicker Road Project, Hidalgo County, Texas
$16.5 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Regional Linear Park Project, Hidalgo County, Texas
$3.8 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Mile 3 N Road Project, Hidalgo County, Texas
$14 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Mission Lateral – Section I
$42 M Construction
Role: Chief Inspector | Client: Hidalgo County Drainage District No. 1

Project Name: Jackson Road Drain
$45M Construction
Role: Chief Inspector | Client: Hidalgo County Drainage District No. 1

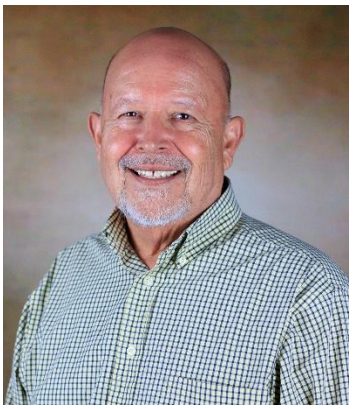
In the Area of Construction Inspection & Testing

As an Inspector, Mr. Ramos inspected, sampled, tested, measured, and calculated payment for both structural and non-structural concrete (i.e. drill shafts, footings, columns, caps, bents and bridge deck operations). These duties were also performed on continuously reinforced concrete pavement, structural excavation and shoring, installation and backfilling of reinforced concrete box culverts, precast inlets, manholes, junction boxes and reinforced concrete pipe, mechanically stabilized walls, sidewalks, rip-rap, asphaltic concrete pavement, traffic signal components, etc. 7-day and 28-day concrete strength tests performed to ensure minimum flexural strengths.

In the Area of Administration & Training

As a construction inspection instructor, Mr. Ramos traveled across the state training administration staff, construction inspection staff and maintenance staff for TxDOT. He conducted training for Introduction to Construction/Maintenance Inspection (CON 105) Bridge Construction Inspection (BRG 100) and Contract Administration (CON 118).

Additional Project Information Available Upon Request



Leonel "Leo" Dominguez

Summary

Mr. Dominguez has over 34 years of experience in Construction Inspection and Contract Management. He began his career with TxDOT in 1986 until retirement in 2014. Mr. Dominguez brings a wealth of knowledge and experience in Highway Road Construction Inspection. Mr. Dominguez oversaw and performed transportation engineering operations such as construction inspection, maintenance work in accordance with total maintenance on performance based and/or on bundled bid contracts. Mr. Dominguez also worked maintenance on highly advanced design, traffic engineering design and analysis, and surveying including pavement data collection, bridge inspection, bridge structural analysis construction records and contract administration. He is experienced in reviewing Plans, Specifications and Estimates (PS&E), maintenance of shop drawing, and traffic control inspection and planning. His experience extends into laboratory oversight of laboratory equipment calibration and laboratory accreditation.

Title
Sr Construction Recordkeeper

Years of Experience
34

Certifications/Training
Local Government Project Procedures Certified (LGPP)

Nuclear Testing Equipment Certification

102 – Hazardous Materials D.O.T. Training – Portable Nuclear Gauge

Areas of Expertise
- Construction Inspection
- Construction Recordkeeping
- Contract Management
- Maintenance
- Pavement Data Collection
- Bridge Inspection
- Bridge Structural Analysis
- Traffic Control Inspection and Planning

Area Experience

In the Area of Construction Management / Engineering / Inspection

Mr. Dominguez was responsible for inspector day to day work activities, project activities and as well as the management of various types of projects as the Chief Inspector in the TxDOT San Benito Area Office. He is well versed in the requirements of construction project inspection and can provide insight into potential pitfalls that can be attributed to construction scheduling issues and conflicts. He coordinated work with Contractor compliance with contract documents.

In the Area of Contract Administration

Mr. Dominguez was responsible for oversight of the San Benito Area Office construction inspection record and testing deficiencies. He ensured project records were in compliance with the Construction Contract Administration Handbook and Pharr District Contract Administration Procedures.

Relevant Project

Dicker Road Project / Hidalgo County, TX

$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lane rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane). B2Z was contracted to provide inspection, material testing and construction management services.

Mile 3 Road Project / Hidalgo County, TX

$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals and outfalls. B2Z was contracted to provide inspection, material testing and construction management services.

Additional Project Information Available Upon Request

References

Hidalgo County Precinct No. 2 (Reference Letter included under Appendix)
Honorable Commissioner Eduardo "Eddie" Cantu
(956) 787-1891

City of Mission (Reference Letter included under Appendix)
Mr. Abelardo Bocanegra Jr., P.E., CFM – City Engineer
(956) 580-8780

Hidalgo County Drainage District No. 1 (Reference Letter included under Appendix)
Mr. Raul Sesin, P.E., CFM, District Manager
(956) 292-7080

City of Edinburg
Mr. Mardoqueo Hinojosa, P.E., CFM – City Engineer
(956) 388-8211

Hidalgo County Precinct No. 1
Commissioner David Fuentes
(956) 968-8733

Hidalgo County Precinct No. 3
Honorable Commissioner Everardo "Ever" Villarreal
(956) 585-4509

Hidalgo County Precinct No. 4
Honorable Commissioner Ellie Torres
(956) 383-3112

Insurance

As a function of day-to-day business, B2Z carries a Professional Liability of $2 Million. Additionally, B2Z carries a General Liability of $1 Million (each claim) / $2 Million (aggregate), an Automobile Liability of $1 Million (combined), an Umbrella Liability of $2 Million (each claim) / $2 Million (aggregate), and a Worker's Compensation and Employers Liability of $1 Million. **B2Z has no pending or past insurance claims.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2023

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

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

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: ccarpenter@riskspecialtygroup.com
INSURED B2ZENGI-01 B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity of Ame — 25666 INSURER B : Travelers Property Casualty In — 25674 INSURER C : Hudson Insurance Company — 25054 INSURER D : Travelers — 19038 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 423656925 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6807N737635	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Incl. Unmanned						MED EXP (Any one person)	$ 5,000
	Aircraft Liab.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA9R235112	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP1P237416	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB7N741163	7/10/2023	7/10/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability including Pollution Liability (claims made)			PRB 06 19 116905	7/10/2023	7/10/2024	Each Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Professional Services Agreement

B2Z ENGINEERING

December 11, 2023

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: RFQ #2024-1 Project Management Services
Professional Services Agreement

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) has read the Professional Services Agreement, reviewed all prerequisite insurance requirements, and assures that all coverages are met or exceeded. Please reference the Statement of Qualification submitted for detailed information. B2Z further agrees to enter into an agreement with the stated requirements within the advertised RFQ.

Sincerely,

Aisha Gonzalez
President
B2Z Engineering, LLC

900 S. Stewart Rd., Suite 4 • Mission, TX 78572
(956) 585-3773 • www.B2ZEng.com

Contact Information

Mrs. Aisha Gonzalez, the President and Owner of B2Z Engineering, and Mr. Noe Saldivar, P.E., CFM, the assigned Senior Project Manager, will serve as the point of contact. Below, please find the requested contact information:

Name	Title	Address	Phone Numbers	Email Address
Mrs. Aisha Gonzalez	President/Owner	900 S. Stewart Rd, Ste. 4 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 566-3421	Aisha@B2ZEng.com
Mr. J. Noe Saldivar, P.E., CFM	Senior Project Manager	900 S. Stewart Rd, Ste. 4 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 403-9787	NoeS@B2ZEng.com

Appendix A

EDUARDO "EDDIE" CANTU
COUNTY COMMISSIONER

HIDALGO COUNTY P2 PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

THE COUNTY OF HIDALGO TEXAS

June 16, 2023

To whom it may concern,

Hidalgo County Precinct 2 has had the pleasure of working with B2Z Engineering (B2Z) for the last 8 years in different capacities. B2Z's attention to detail, communication, and professionalism has allowed my precinct to deliver our projects to my constituents ahead of schedule, and often times under budget. Whether B2Z is providing; Civil Engineering Design (PS&E), Construction / Project Management, or Material Testing, their quality of work and deliverables are superior.

In my precinct, two major projects that B2Z has recently been involved in are; Hidalgo County Pct. 2 Regional Linear Park Project, and the RGVMPO funded Dicker Road Expansion Project. Both projects included roles of Construction Engineering / Inspection and Construction Material Testing. The team at B2Z truly works as an extension of my full-time staff and it has been an absolute pleasure to work with B2Z Engineering!

I highly recommend B2Z Engineering for consideration on any upcoming opportunities in their respective field, and can assure you that this firm will go above and beyond to protect the best interest of their clients.

If you need any additional information, please contact me at (956) 454-7247.

Best Regards,

Eddie

Eduardo "Eddie" Cantu, Commissioner

Eduardo.Cantu@co.hidalgo.tx.us

P2 MAIN OFFICE
300 W. HALL ACRES STE. G - PHARR, TX 78577 - (O) 956.787.1891 - (EMAIL) EDUARDO.CANTU@CO.HIDALGO.TX.US

CITY OF MISSION

June 14, 2023

To whom it may concern,

I am writing this letter of recommendation for B2Z Engineering (B2Z).

B2Z has been under contract with the City of Mission for the last two years and has provided exceptional plan review, CEI, project management, and lab services for six drainage bond projects that the City of Mission sought out after the 2018 and 2019 flood events. They have performed their tasks and duties with integrity, ethics reliability, and fairness. Despite any troubles that could arise during the time of construction, B2Z would and will deliver the exceptional quality of work that is expected of them and provide response and results in a timely manner. I believe you would be very pleased with their work, attention to detail, and customer service.

Should you have any questions, please feel free to call me at (956)-580-8780.

Respectfully,

Abelardo Bocanegra Jr., PE, CFM

City Engineer

abocanegra@missiontexas.us

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

June 16, 2023

To whom it may concern,

I am very pleased to recommend B2Z Engineering for any service(s) that fall within their scope of work. Our experience working with this firm has exceeded our expectations by providing quality work, keeping the Hidalgo County Drainage District No. 1 updated, and meeting crucial deadlines.
At this time, B2Z Engineering continues to assist with project management/Inspections of the 365 Toll Off-Site Drainage Improvements Project and in addition, will be providing all material testing for the completion of this large scale and complex project.

I can confidently recommend B2Z Engineering. If you need any additional information or would like to discuss B2Z Engineering qualifications further, I can be reached at (956) 292-7080 or omar.anzaldua@hcdd1.org

Sincerely,

Omar Anzaldua Jr. PE, CFM, PMP, CCM
Assistant District General Manager

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089
www.hcdd1.org

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
RESOLUTIONS
Agenda Item No: 11.A.
SLCGP

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects on Jan. 15, 2024. The State and Local Cybersecurity Grant Program (SLCGP) supports cybersecurity efforts to address imminent cybersecurity threats to local information systems, including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLCGP objectives. The objective for the SLCGP's Mitigation Projects is to implement security protection commensurate with risk.

The Information Technology Department seeks to apply for cybersecurity infrastructure including end-of-support/end-of-life hardware and software. The grant request is approximately $405,000, with a required 10 percent local match of $45,000, for a total project cost of $450,000.

The required matching funds will be appropriated in the IT Department's FY 2024-2025 General Fund Operating Budget.

Procurement will adhere to federal and state guidelines, and City policy.

The deadline for the grant application is March 14, 2024. The award notification is anticipated by the Summer 2024. The period of performance for projects selected for funding must begin on or after September 1, 2024, through August 31, 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures related to cybersecurity infrastructure.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Daniel Vera, Director of Information Technology

Attachments:

A. FY 2025 SLCGP Grant - Mitigation Projects Resolution 2.21.2024

RESOLUTION NO. ___

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2025 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM – MITIGATION PROJECTS AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects for cybersecurity infrastructure.

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the grant requires a 10 percent local match;

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2025 State and Local Cybersecurity Grant Program – Mitigation Projects, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

Application Number: 5163601

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
RESOLUTIONS
Agenda Item No: 11.B.
Fiscal Year 2025 Border Zone Fire Departments (BZFD) Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2025 Border Zone Fire Departments (BZFD) Grant Program on Jan. 15, 2024. The BZFD Grant Program provides grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes.

The Edinburg Fire Department seeks to apply for a mobile cascade system to be utilized during emergency response, regional response and during training evolutions. The grant request is approximately $100,000, with no matching funds required.

Procurement will adhere to federal and state guidelines, and City policy.

The deadline for the grant application is March 14, 2024. The award notification is anticipated by the Summer 2024. The period of performance for projects selected for funding must begin on or after September 1, 2024 through August 31, 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 Border Zone Fire Departments Grant Program and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 3/1/2024

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. FY 2025 Border Zone Fire Departments Grant Resolution 2.22.2024

RESOLUTION NO. ___

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2025 BORDER ZONE FIRE DEPARTMENTS (BZFD) GRANT PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2025 Border Zone Fire Departments Grant.

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the grant has no local match requirement;

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2025 Border Zone Fire Departments Grant Program, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

Application Number: 5172701

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
RESOLUTIONS
Agenda Item No: 11.C.
FY 2023 Assistance To Firefighters Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security under the Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

2. **Description:**
On January 29, 2024, the U.S. Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) announced the solicitation of grant applications for its Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program. This program funds critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience.

The Fire Department is applying for funds for the purchase and installation of two (2) sprinkler systems at Central Station located at 212 West McIntyre Street and Fire Station 3 located at 1221 East University Drive. The grant request is approximately $123,750 with a required 10% match of approximately $13,750 for a total project cost of approximately $137,500. FEMA has identified sprinkler systems, carbon monoxide, or smoke/fire detection systems as high priority items for fire departments in the FY 2023 Assistance to Firefighters Grant FEMA is prioritizing projects that have a direct effect on the health and safety of firefighters, such as facilities that are staffed full-time and facilities with sleeping quarters. These modifications to facilities are considered high priority items because most fire stations were constructed before sprinkler systems were required. The project aligns with the AFT Grant Program's purpose of enhancing the safety of firefighters and therefore the public with respect to fire and fire- related hazards.

Procurement will adhere to federal guidelines and City policy.

The deadline for the grant application is Friday, March 8, 2024. Awards will be made beginning in the summer of 2024 on a rolling basis until all funds have been awarded and will finish no later than September 30, 2024. The period of performance for projects selected for funding will be 24 months.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures for the purchase and installation of two (2) sprinkler systems at Central Station and Fire Station 3.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security under the Fiscal Year 2023 Assistance to Firefighter Grant (AFG) Program and execute grant documents related thereto.

Reviewed by:		**Prepared by:**
Omar Garza, Fire Chief	Approved - 3/1/2024	Maricruz Tovar, Emergency
Jesus Saenz, Assistant City Manager	Final Approval - 3/1/2024	Management Planner

Attachments:

A. Resolution for FY 2023 AFG 2.22.24

RESOLUTION NO. ___

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Federal Emergency Management Agency (FEMA) is soliciting grant applications to provide funding for critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience; and,

WHEREAS, the City of Edinburg finds it is in the best interest of the residents to submit a grant application to the FEMA, U.S. Department of Homeland Security's Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the grant has a 10 percent local match requirement; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Federal Emergency Management Agency funds, the City of Edinburg assures that the funds will be returned to the Federal Emergency Management Agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the FEMA, U.S. Department of Homeland Security's Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
RESOLUTIONS
Agenda Item No: 11.D.

1. **Agenda Item:**
Consider the Use of Eminent Domain to Condemn Property (Such Property Being 4.00 Acres of Land, Lore or Less, situated in Hidalgo County, Texas, Being Part or Portion of Lot 21, Kelly-Pharr Subdivision of Portions 69 and 70 Hidalgo County, Texas, Map Reference: Volume 3 Pages 133-134, Deed Records, Hidalgo County, Texas, Said 4.00 Acres Being Part or Portion of Land Deeded to J & M ZAMORA, Recorded in Document Number 2006-1563284 and 2006-1563286, Deed Records, Hidalgo County, Texas) and Approving a Resolution Determining a Public Need and Necessity for Acquiring Property and Authorizing the Filing of Eminent Domain Proceedings to Acquire Property. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Sugar Detention Pond Project is part of the 2018 General Bond Election. The project within the Sugar Rd. area, consists of a detention pond and drainage improvements leading to the detention pond. The City has determined that the proposed 4 acres of an approximately 20 acre parcel is the only location in the area in which this project can occur to provide drainage relief to the surrounding neighborhoods and businesses. This parcel of land will serve for the regional detention facility that will alleviate flooding issues in the area surrounding Closner Blvd. and Wisconsin Road.

The property owner does not object to the sale of the property. However, the property owner is unable to complete the sale of the property, which requires that the City proceed through eminent domain so that it can obtain clean title to the parcel. This resolution makes findings regarding the public necessity to acquire the Property and authorizes the City to proceed with condemnation proceedings to acquire the remaining ownership interests in the Property.

If the City Council wishes to proceed with authorization, State law requires the following motion:

'I move that the City of Edinburg authorize the use of the power of eminent domain to acquire the property described in this agenda item for the public purpose of constructing and operating drainage detention ponds.'

3. **Staff's Recommendation:**
Approve the Use of Eminent Domain to Condemn Property (Such Property Being 4.00 Acres of Land, Lore or Less, situated in Hidalgo County, Texas, Being Part or Portion of Lot 21, Kelly-Pharr Subdivision of Portions 69 and 70 Hidalgo County, Texas, Map Reference: Volume 3 Pages 133-134, Deed Records, Hidalgo County, Texas, Said 4.00 Acres Being Part or Portion of Land Deeded to J & M ZAMORA, Recorded in Document Number 2006-1563284 and 2006-1563286, Deed Records, Hidalgo County, Texas) and Approving a Resolution Determining a Public Need and Necessity for Acquiring Property and Authorizing the Filing of Eminent Domain Proceedings to Acquire Property.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City

Engineer

Attachments:

A. Resolution Authorizing Condemnation (Sugar Detention Pond)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION BY CONDEMNATION THE FEE SIMPLE TITLE TO CERTAIN PROPERTY FOR PURPOSES OF A DETENTION POND PROJECT AND AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE SAID PROPERTY INTERESTS

WHEREAS, the City Council of the City of Edinburg, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Edinburg and the public-at-large to construct drainage detention ponds and make improvements to the City's drainage system and to perform associated public uses and purposes; and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 4 acres of the approximately 20 acre tract of land, located in the City of Edinburg and more particularly described by metes and bounds and on the plat to accompany parcel description in Exhibit "A" attached hereto, such property being owned by J&M Zamora Family, L.P. and possibly other claimants as reflected in a title review ("Property"), for the public use of construction, reconstruction, maintaining, and operating of a detention pond and related facilities ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said Property, without any right whatever remaining to the owner of such oil, gas, and sulphur, of ingress to or egress from the surface of said Property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the herein described real Property; and

WHEREAS, it is necessary to establish procedures for determining and approving just compensation and completing acquisition of the Property for this Project.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2. The City Manager, or her designated agent, has on behalf of the City attempted to negotiate, settle, and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages, and/or compensation to be paid cannot be reached,

then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

SECTION 3: It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a special meeting on the 5th day of March, 2024, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

EDINBURG, TEXAS

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas,
City Secretary

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

_____
Omar Ochoa, City Attorney

EXHIBIT A

Legal Description – Part to be Acquired

METES AND BOUNDS DESCRIPTION
4.00 ACRES OF LAND OUT OF LOT 21
KELLY-PAHRR SUBDIVISION
HIDALGO COUNTY, TEXAS

CVQ LAND SURVEYORS LLC

Job No. 220604
4.00 acres of land
Sheet No.: 1 of 2

A tract of land containing 4.00 acres of land, more or less, situated in Hidalgo County, Texas, being part or portion of **LOT 21, KELLY-PHARR SUBDIVISION of Porciones 69 and 70** Hidalgo County, Texas, map reference: Volume 3 Page 133-134 Deed Records, Hidalgo County, Texas, said 4.00 acres being part or portion of land deeded to J & M ZAMORA, recorded in Document Number 1563284 and 1563286 Deed Records, Hidalgo County, Texas, said 4.00 acres also being more particularly described as follows;

BEGINNING, at the Southwest corner of said Lot 21, within Wisconsin Road, for the Southwest corner of this tract;

THENCE N 08° 27' 07" E, along the west line of said Lot 21, at a distance of 20.00 pass a ½" iron rod found on the north right-of-way line of said Wisconsin Road, continuing a total distance of 660.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the south line of a tract of land deeded to Emilia Luebbert, recorded in Document Number 3238053 Deed Records, Hidalgo County, Texas, for the Northwest corner hereof;

THENCE S 81° 32' 53" E, along the common line of said Zamora tract, and said Luebbert tract, a distance of 264.00 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Northeast corner hereof;

THENCE S 08° 27' 07" W, at a distance of 640.00 feet, pass a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the north right-of-way line of said Wisconsin Road, continuing a total distance of 660.00 feet, to the south line of said Lot 21, for the Southeast corner hereof;

THENCE N 81° 32' 53" W, along the south line of said Lot 21, within said Wisconsin Road, a distance of 264.00 feet, to the **POINT OF BEGINNING,** containing 4.00 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

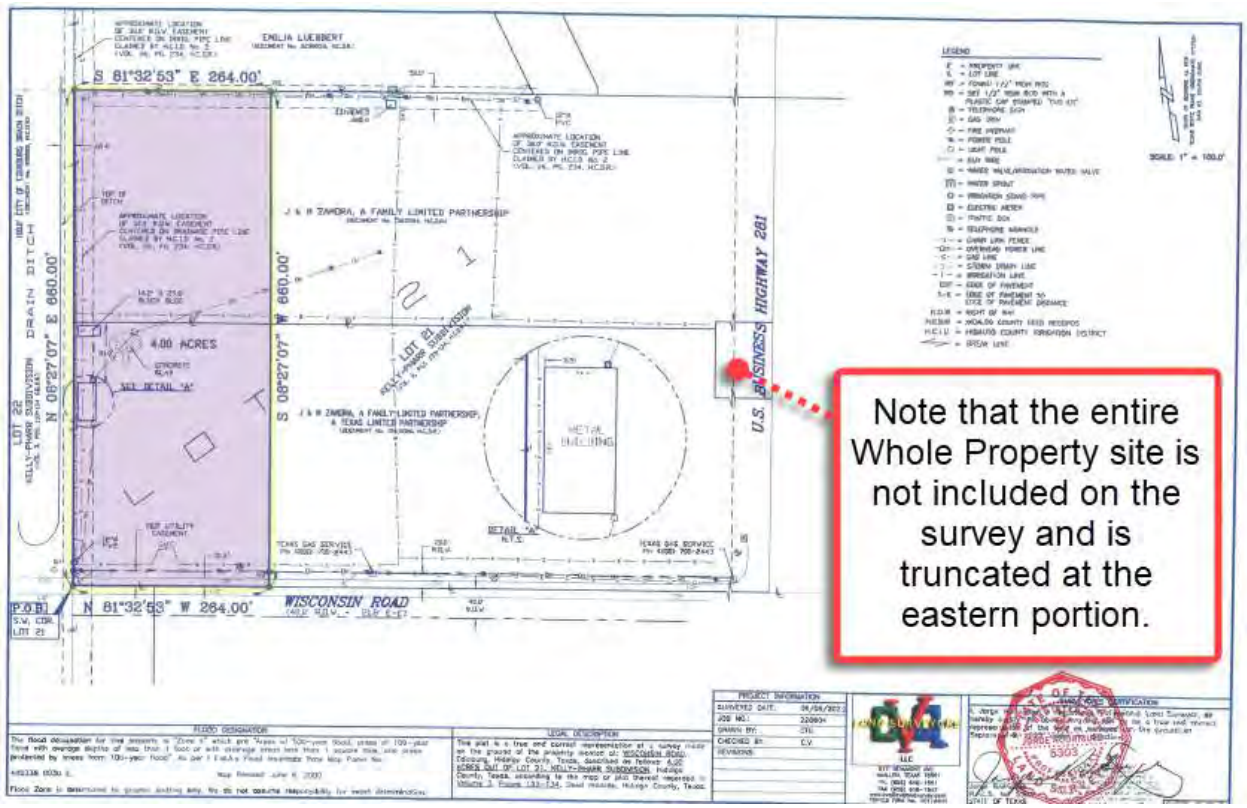
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 09, 2022

STATE OF TEXAS REGISTERED JORGE RODRIGUEZ 5307 PROFESSIONAL LAND SURVEYOR

Jorge Rodriguez, R.P.L.S. No. 5307
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Site Survey – Part to be Acquired



Owner provided survey; annotated by PAS with the part to be acquired outlined in yellow and shaded purple

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
APPOINTMENTS
Agenda Item No: 12.A.
Appointments: Downtown District Steering Committee

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, Three Members. [Clarice Y. Balderas, City Secretary]

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

Downtown District Steering Committee (3 Members) - Function: To identify the areas of ownership and zoning, finance and economic development, community use, compare similar communities and conduct community outreach practices. The Committee shall provide innovative ideas and activities for the future redevelopment of the Downtown District.

Present Member(s): Three Vacancies
Applicant (s): Jeffrey Ward, Ruben James De Jesus, Byron Jay Lewis, Kimberly Selber

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES
Sec. 32.01 – Residence or tax paying status requirements for membership.
1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

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

Sec. 32.02 – Appointment of members; filling vacancy.
1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

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

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

3. Staff's Recommendation:

Approve Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Downtown District Steering Committee, three members.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONSENT AGENDA
Agenda Item No: 13.A.
Street Preservation Agreement

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $4.10 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst Texas and Execute Any Other Documents Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
On August 16, 2022, the Edinburg City Council approved an interlocal agreement between the City of Edinburg and the City of Hurst, Texas to cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable. Andale Construction of Valley Center, Kansas is the vetted and approved vendor for High Density Mineral Bond Pavement Preservation at a unit price of $4.10 per square yard which includes material and installation.

City staff recommends approving the construction agreement for the material and installation of high-density mineral bond preservation for a proposed project of approximately 100,000 square yards of roadway throughout the City.

The preservation process will help to delay the aging process through the spray application of a High Density Mineral Bond. The purpose of this High Density Mineral Bond is not to fix any distresses already present in the pavement, but rather to treat the pavement prior to distresses forming, in order to delay the aging process and the onset of the distresses. The streets selected to receive treatment under this project are streets in fair condition with no significant areas of pavement distress. The proposed pricing requires approval through a construction agreement.

This agreement shall be for approximately a two (2) week period beginning April 8,2024, through April 30, 2024.
Funding in the amount of $2,6000,000 is budgeted through the 2023-2024 ARPA Fund. There will be no fiscal impact to the city.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $4.10 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst Texas and Execute Any Other Documents Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. Agreement - Andale Construction Inc
B. Edinburg Proposal 2024
C. Preservation Street List
D. Interlocal Agreement with City of Hurst, Texas

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC FOR HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and ANDALE CONSTRUCTION INC., (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as Exhibit "A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as Exhibit "A".

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

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

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

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

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

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

SECTION IV
PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed $**414,000.00** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

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

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

f. Any Work is defective, requiring correction or replacement;

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

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

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

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

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

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

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 12 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

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

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

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

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

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly,**

instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

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

A. Workers Compensation-
In accordance with the State statute

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

-or- $500,000 combined single limits

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

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability
1. Professional
$1,000,000 per claim and in the aggregate

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

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

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

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

J. Contractor hereby agrees as follows:

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

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

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

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

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

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

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

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

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

SECTION XVII
INDEMNIFICATON

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

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII

LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

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

SECTION XX
NO PENDING LITIGATION

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

SECTION XXI
SEVERABILITY

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

invalidated

SECTION XXII
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Contractor:
Andale Construction Inc.
7700 N. Haven Dr.
Valley Center, KS 67147
Attn. Jackie Bearden

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

SECTION XXIII
NON-APPROPRIATIONS

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

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

SECTION XXIV
SUCCESSORS AND ASSIGNS

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

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

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

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided

otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

ANDALE CONSTRUCTION INC.

BY:_____
Jackie Bearden, Project Account Manager
7700 N. Haven Dr.
Valley Center, KS 67147
jackie@andaleconstruction.com
Phone: (316) 644-2807

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid Forms
Exhibit "D" Assurance of Compliance with Civil Rights Requirement
Exhibit "E" Federally Mandated Procurement Contract Provisions Appendix II to 2 CFR Part 200

STREET IMPROVEMENT PROGRAM					
PRESERVATION 2023-2024					
HA5 MINERAL BOND					
MAP	**LOCATION**	**STREET NAME**	**START**	**FINISH**	**FY**
1	Bar #5 & Santa Curz Estates & Santa Cruz Estates Ph 2	Elizabeth St. E. Efrain St. E. Yvonne N. Yvette St. Barbara Ln. E. Francis Ln N. Shelly Ave	Doolittle Rd. Doolittle Rd. Doolittle Rd. Elizabeth St. Doolittle Rd. Doolittle Rd. Barbara Ln	E. to city limits E. to city limits E. to city limits E Yvonne Shelly Ave. Shelly Ave. E. Francis Ln	FY-2023-2024
2	Monte Cristo Park Ph 1 & 2	Tagle St. Denver St. Salinas St. Chicago St. Boston St. Atlanta St.	Monte Cristo Rd. Mallory Dr. Denver St. Salinas St. Salinas St. Salinas St.	Denver St. Brenda St. Boston St. Tagle St. Tagle St. Tagle St.	
3	Veterans Blvd.		Schunior St.	Freddy Gonzalez Dr.	
4	Fountain Plaza Blvd		McColl Rd.	Dead End	
6	Victoria Heights Subdivisin	Lancelot Ln W. Dutchess St. Princess St. Empress St.	Mon Mack Rd. Mon Mack Rd. Mon Mack Rd. Princess St.	Empress St. Empress St. Empress St. Sprague St.	

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

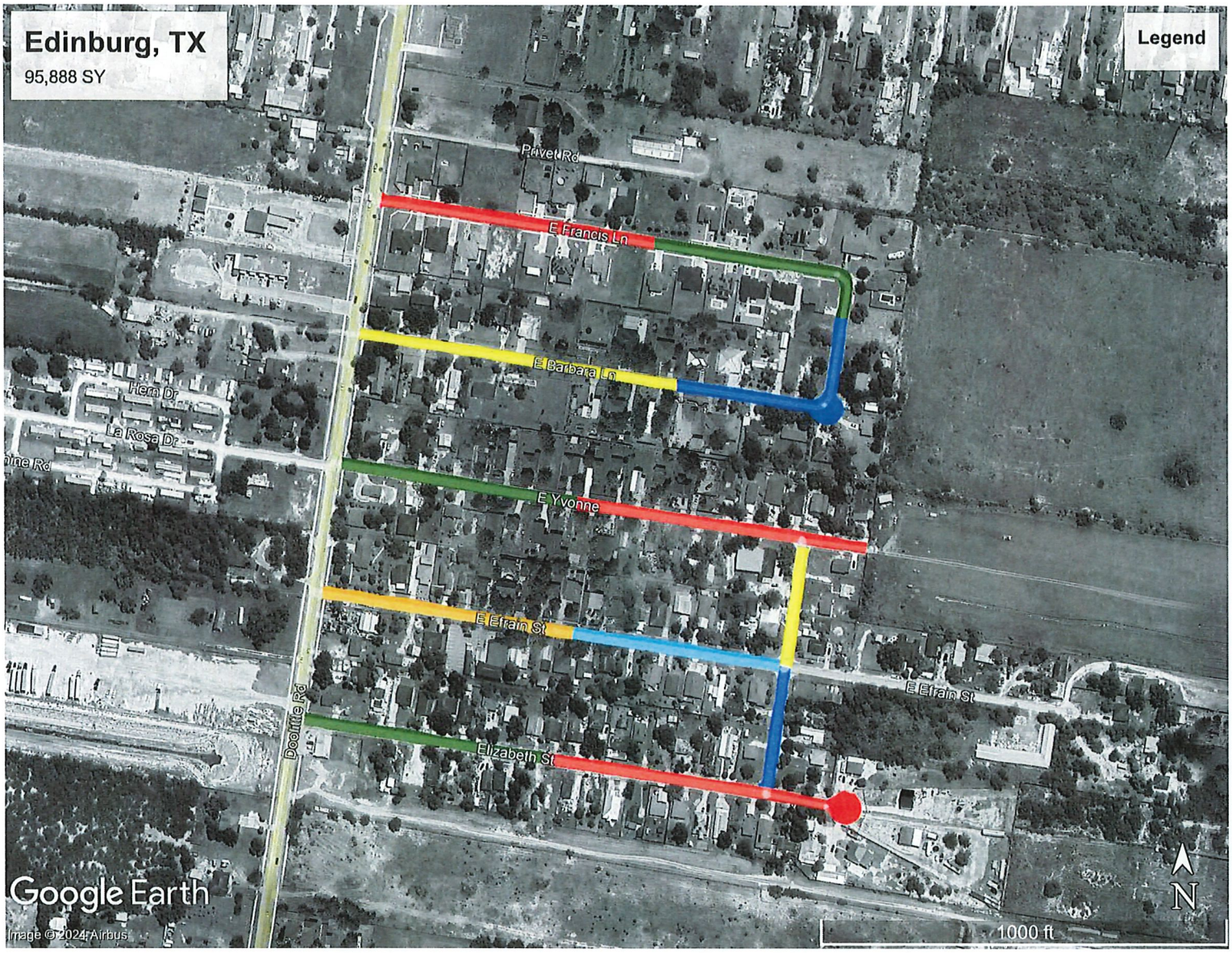
Texas Office
193 Welco Ln. Jourdanton, TX 78026
Phone (505) 716-6851

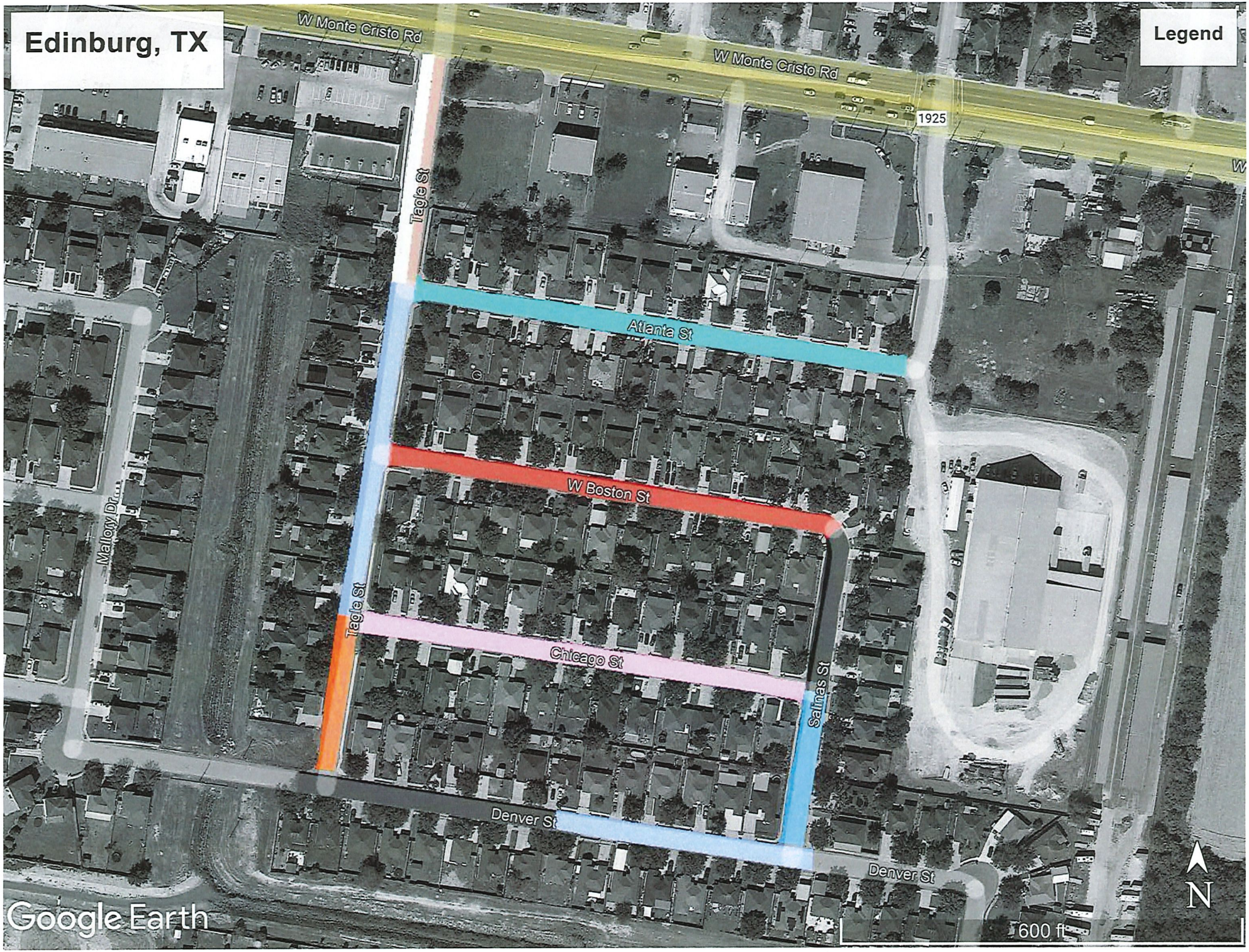
PROPOSAL		Date:	2/23/2024	Estimate:	1
Partner in Pavement Preservation		Project Description		Project Location	
1201 N Doolittle, Rd Edinburg, TX 78539		High Density Mineral Bond - HA5 Installation		Edinburg, TX	
P.O. Number	Terms	Advisor	Region	State License #	
	Due upon completion	Anthony Capul	Texas		

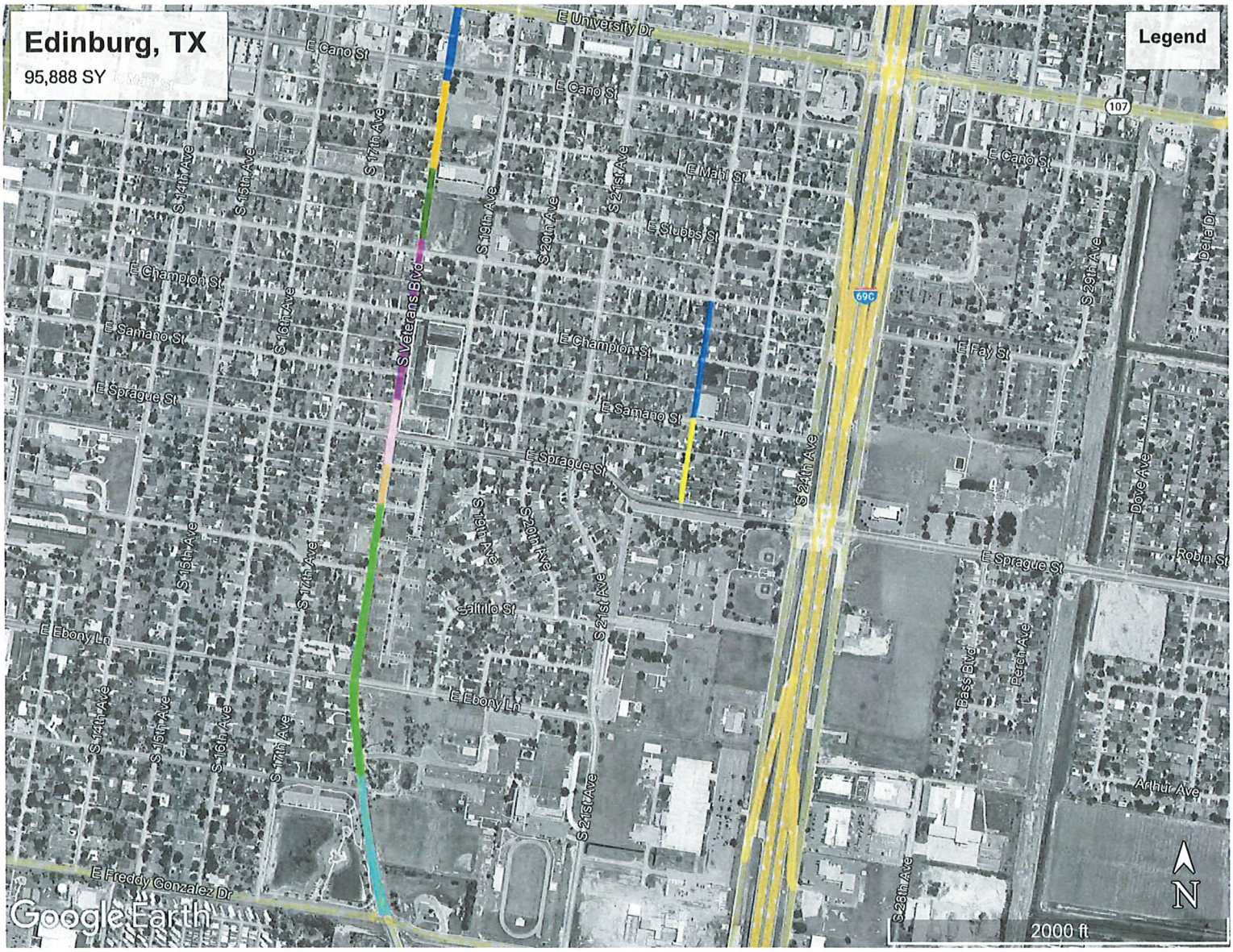
Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	99,183	SY	$ 4.10	$406,650.30
Traffic Control		LS		
Mobilization	1	LS		
Citizen Notification		LS		
PPE & Safety Equipment	1	LS		
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.				
TAX				
			Total:	$ 406,650.30

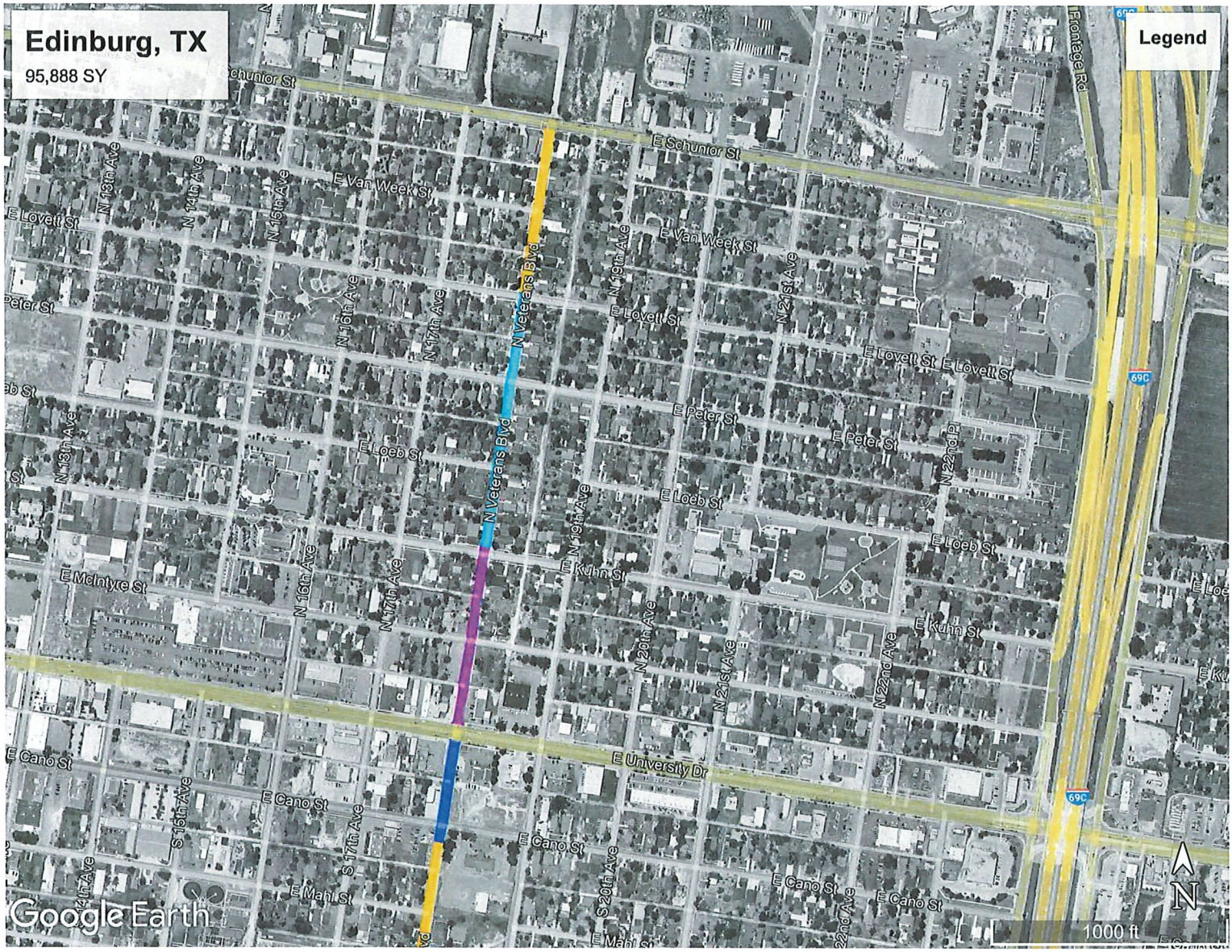
PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Ac of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.
PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progess Billing' and/or completion of project core) There may be concerns from Client following completion. Up request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.
CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warrar work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to $750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fe of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to $3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.
INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules an other contract language wherein Andale Construction agrees to differing limits.
Certificates available upon request.
GENERAL LIABILITY: $1m (inc.), $2m (agg.) AUTO: $1m UMBRELLA: $2m (inc.), $2m (agg.) PERSONAL INJ: $1m WORKERS COMP: $1m **GUARANTEE:** Five year guarantee on workmanship and product liability.

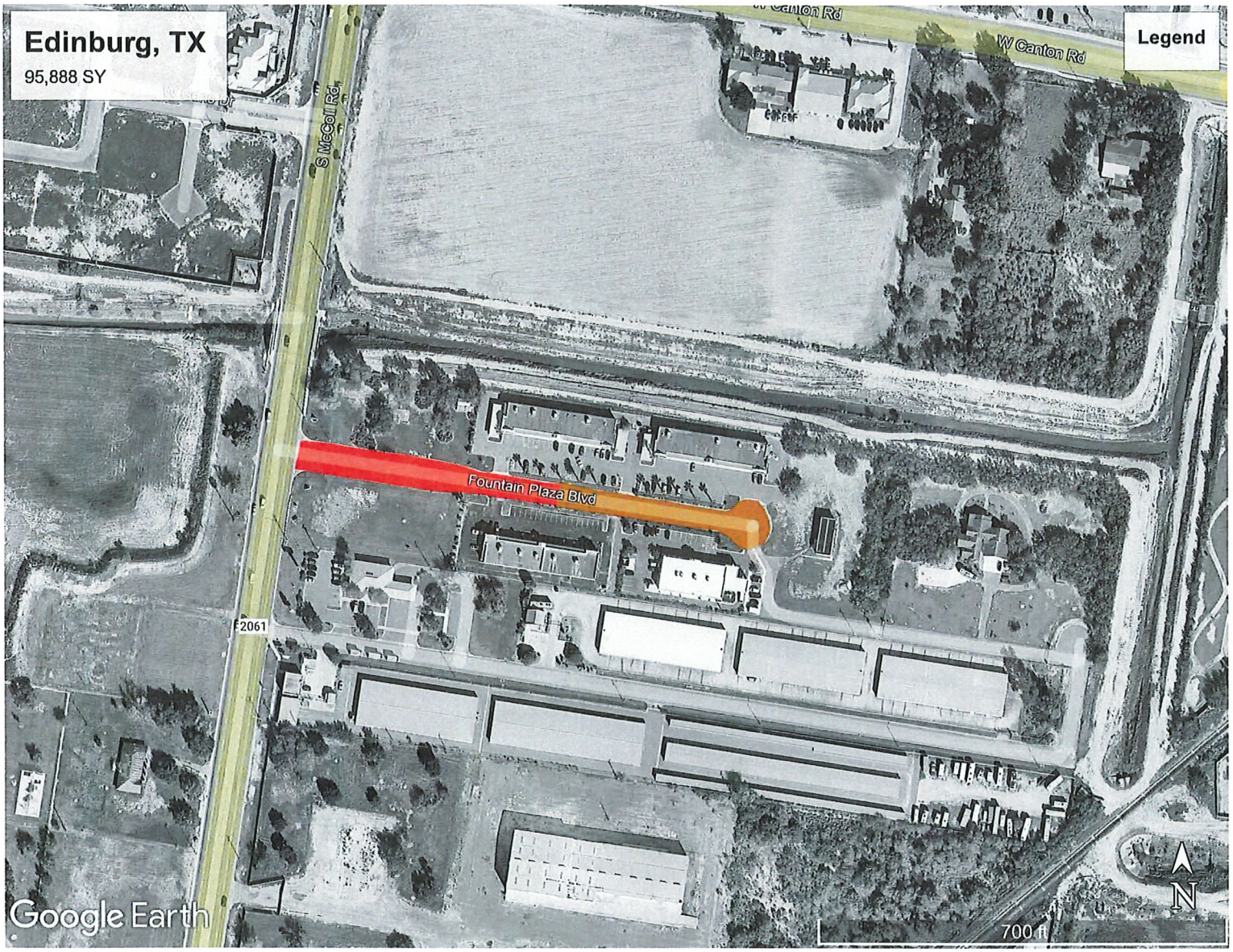
ignature: _____ Print: _____ Date: _____ Andale Construction Inc. _____


Edinburg, TX
95,888 SY
Legend
Privet Rd
E Francis Ln
E Barbara Ln
Hera Dr
La Rosa Dr
E Yvonne
E Etrain St
E Etrain St
Doolittle Rd
Elizabeth St
Google Earth
Image © 2024 Airbus
1000 ft
N


Edinburg, TX
Legend
W Monte Cristo Rd
W Monte Cristo Rd
1925
Tagle St
Atlanta St
W Boston St
Mallory Dr
Tagle St
Chicago St
Salinas St
Denver St
Denver St
N
600 ft
Google Earth


Edinburg, TX
95,888 SY
Legend
E University Dr
E Cano St
E Mahl St
E Stubbs St
E Champion St
E Samano St
E Sprague St
E Fay St
E Ebony Ln
E Freddy Gonzalez Dr
S Veterans Blvd
S 14th Ave
S 15th Ave
S 16th Ave
S 17th Ave
S 19th Ave
S 20th Ave
S 21st Ave
S 24th Ave
S 28th Ave
S 29th Ave
Saltillo St
Bass Blvd
Perch Ave
Dove Ave
Robin St
Arthur Ave
Delia Dr
107
69C
N
2000 ft
Google Earth


Edinburg, TX
95,888 SY
Legend
E Schunior St
E Van Week St
E Lovell St
E Peter St
E Loeb St
E McIntyre St
E Kuhn St
E University Dr
E Cano St
E Mahl St
N Veterans Blvd
Frontage Rd
69C
N 13th Ave
N 14th Ave
N 15th Ave
N 16th Ave
N 17th Ave
N 19th Ave
N 20th Ave
N 21st Ave
N 22nd Ave
S 15th Ave
S 17th Ave
S 20th Ave
Google Earth
1000 ft
N


Edinburg, TX
95,888 SY
Legend
W Canton Rd
S McColl Rd
Fountain Plaza Blvd
2061
Google Earth
700 ft
N

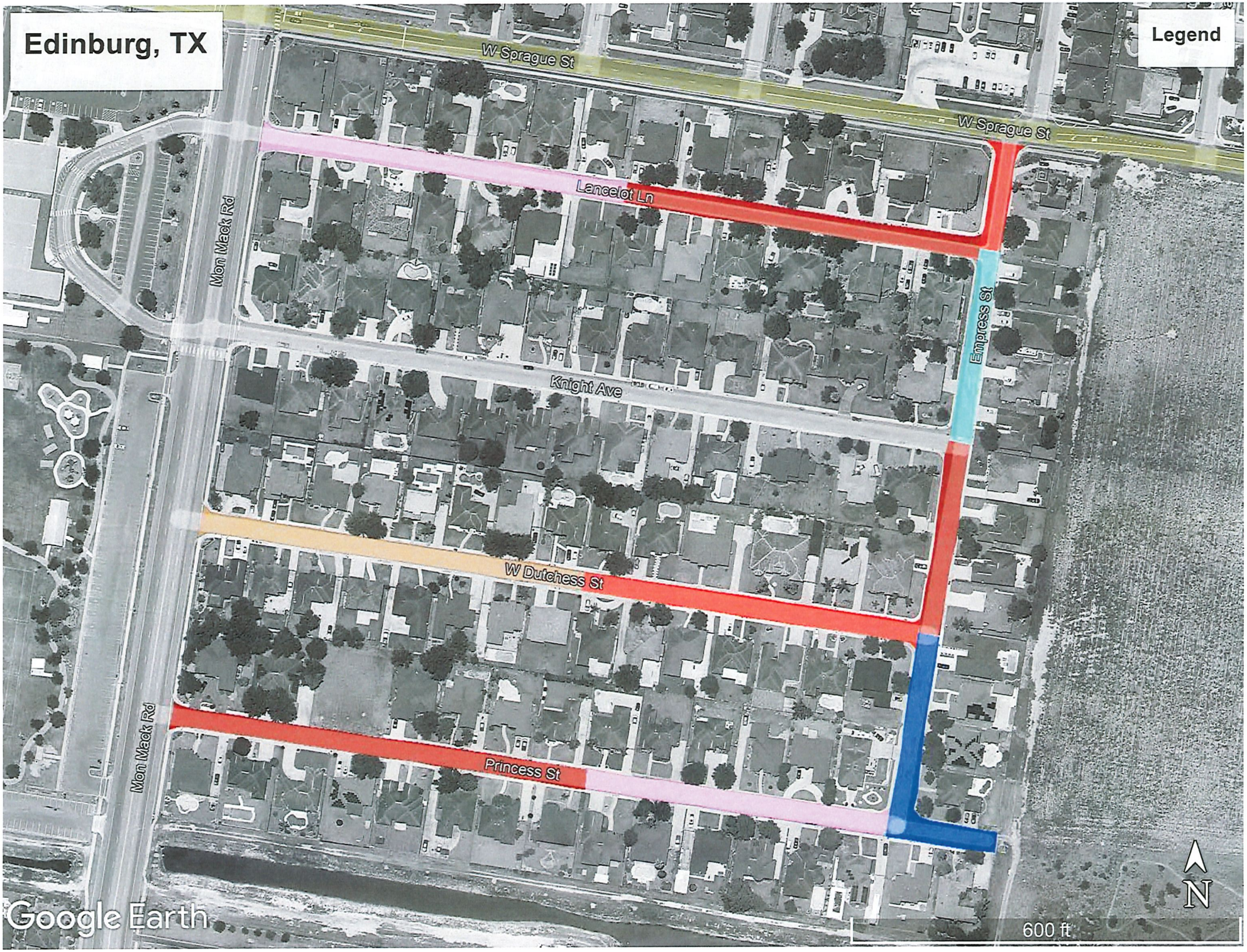

Edinburg, TX
Legend
W Sprague St
W Sprague St
Lancelot Ln
Mon Mack Rd
Empress St
Knight Ave
W Dutchess St
Princess St
Mon Mack Rd
N
600 ft
Google Earth

EXHIBIT "B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CO NSTRUCTION INC.

COI

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY): 9/25/2023

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

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

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: The Cincinnati Insurance Company — 10677 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES * CERTIFICATE NUMBER: 18882040 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	GLO0183143-07	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BAP0183144-07	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N	N	EXS0665313	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE PROD/COMP OPS	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC0183142-07	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

FOR CANCELLATION FOR ANY REASON OTHER THAN NON PAYMENT OF PREMIUM, THE INSURERES WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER. FOR NON PAYMENT OF PREMIUM, THE INSURED WILL SEND 10 DAYS NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

18882040
CITY OF EDINBURG
415 W. UNIVERSITY DR.
P.O. BOX 1079
EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT "C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Bid Forms

EXHIBIT "C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

SAM.GOV

ANDALE CONSTRUCTION INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
EM14Q9KFJVK7	**8GPQ1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 14, 2025**	
Physical Address	Mailing Address	
3170 N Ohio ST **Wichita, Kansas 67219-4134** **United States**	**3170 N Ohio ST** **Wichita, Kansas 67219-4134** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Andale Construction, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Kansas 04	**Kansas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 19, 2024	**Feb 15, 2024**	**Jan 21, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 30, 2011	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	8GPQ1

Points of Contact

Electronic Business

Connie M Bahl, PM Admin

3170 N Ohio ST
Wichita, Kansas 67219
United States

Government Business

Connie M Bahl, PM Admin

3170 N. Ohio ST
Wichita, Kansas 67219
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	561790	Other Services To Buildings And Dwellings

Disaster Response

This entity does not appear in the disaster response registry.

System for Award Management Instructions (SAM)

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#)***: EM1409KFJVK7

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

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

What is the UEI?

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

How do I register with SAM?

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

Conflict of Interest Summary and Affidavit

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 2-15-2024

Company/Vendor Name: Andale Construction, Inc.

Printed Name and Title: Michael Shook - CFO

Authorized Signatory: Michael Shook

Certification Regarding Equal Employment Opportunity

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: Andale Construction Inc.

Address and Zip Code: 3170 N. Ohio St
Wichita, KS 67219

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) McConnell AFB Work

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.

Michael Shook - CFO
(Name and Title of Signer – please type)

Signature

2-15-2024
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

Andale Construction Inc.
3170 N. Ohio St.
Wichita, KS 67219

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

   ✓ Yes _____ No

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

   _____ Yes ✓ No

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

   _____ Yes ✓ No

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

   _____ Yes ✓ No

Michael Shook - CFO
NAME AND TITLE OF SIGNER (Please type):

Michael Shook
SIGNATURE

2-15-2024
DATE

Certification Regarding Clean Air and Water

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: Michael Shook

Name of Contractor's Authorized Official: Michael Shook

Title of Contractor's Authorized Official: CFO

Date: 2-15-2024

Certification Regarding Non-Lobbying Activities

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.

Michael Shook — NAME

CEO — TITLE

SIGNATURE

2-15-2024 — DATE

Non-Collusion Affidavit for Prime Bidder/Subcontractor

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Michael Shook, being the first duly sworn, deposes and says that:

1. He/she is CFO (Owner, partner, etc.) of Andale Construction Inc (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: Michael Shook Michael Shook Date: 2-15-2024

Title: CFO Notary: Connie Baird Connie Baird

(Apply Notary Seal)

NOTARY PUBLIC - State of Kansas
Connie Baird
My Appt. Expires 3.3.2024

(Print or type names under all signatures)

EXHIBIT "D" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Assurance of Compliance with Civil Rights Requirement

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "E" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Federally Mandated Procurement Contract Provisions Appendix II to 2 CFR Part 200

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

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

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

HA5™ HIGH DENSITY MINERAL BOND



Edinburg, TX
Partner in Pavement Preservation
Total Project size: 95,888 sy
Proposal for HDMB Project

Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond. Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- What will provide the maximum extension of pavement life per every dollar spent?
- Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX
Phone: (505) 716-6851

HA5™ HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level

ANDALE CONSTRUCTION

Founded in 1972

IS Networld™ contractor

Six-time Golden National Award Winner

Over 1500 Successful projects completed

Phone: (505) 716-6851
Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.

IPS™

Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of

roadways across **25 states**

The choice of over **200** public agencies and hundreds of private communities

For more information visit:
www.HA5info.com/blog

HA5™ HIGH DENSITY MINERAL BOND

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)







Slurry	Chip Seal	HA5
Date Pavement Installed: **1999**	Date Pavement Installed: **1999**	Date Pavement Installed: **1995**
Preservation: **Type II Slurry Installed in 2007**	Preservation: **Chip Seal Installed in 2008**	Preservation: **HA5 (High Density Mineral Bond) Installed twice beginning in 2002**
(Cobblestone Drive)	(Boulder Springs Drive)	(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX 78026
Phone (505) 716-6851

PROPOSAL	Date:	2/23/2024	Estimate:	1

Partner in Pavement Preservation	Project Description	Project Location
1201 N Doolittle, Rd Edinburg, TX 78539	High Density Mineral Bond - HA5 Installation	Edinburg, TX

P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Anthony Capul	Texas	

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	99,183	SY	$ 4.10	$406,650.30
Traffic Control		LS		
Mobilization	1	LS		
Citizen Notification		LS		
PPE & Safety Equipment	1	LS		
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.				
TAX				
			Total:	$ 406,650.30

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Ac of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.
PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progess Billing' and/or completion of project core) There may be concerns from Client following completion. Up request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.
CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warrar work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to $750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fe of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to $3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.
INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules an other contract language wherein Andale Construction agrees to differing limits.
Certificates available upon request.
GENERAL LIABILITY: $1m (inc.), $2m (agg.) AUTO: $1m UMBRELLA: $2m (inc.), $2m (agg.) PERSONAL INJ: $1m WORKERS COMP: $1m **GUARANTEE:** Five year guarantee on workmanship and product liability.

ɡnature: _____ Print: _____ Date: _____ Andale Construction Inc.

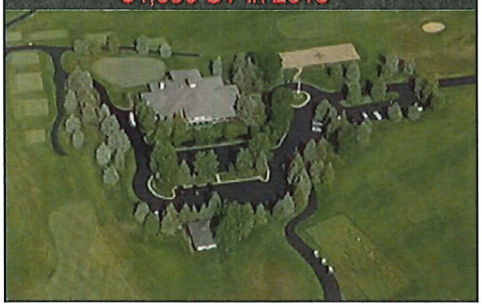
HA5™ HIGH DENSITY MINERAL BOND

Proactive HOAs by the thousands have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

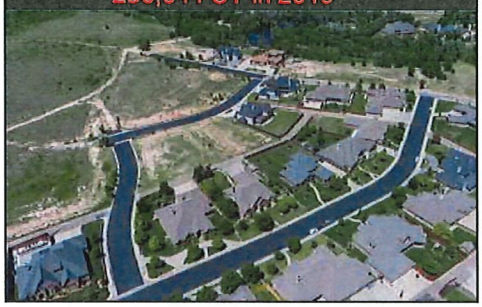
» *Smooth, Impermeable Surface* » *High Home Owner Acceptance* » *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:

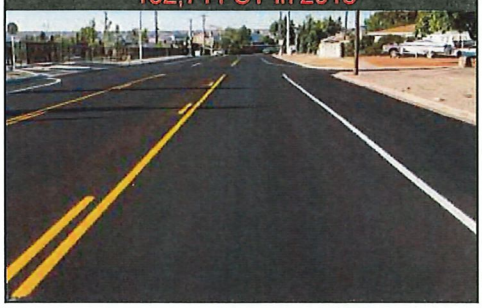
Eagle Springs Golf Club, CO
34,000 SY in 2018



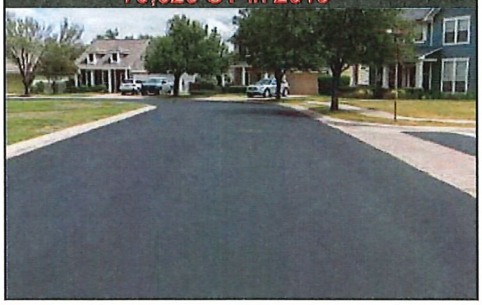
Amarillo, TX
260,044 SY in 2019



Farmington, NM
152,711 SY in 2016



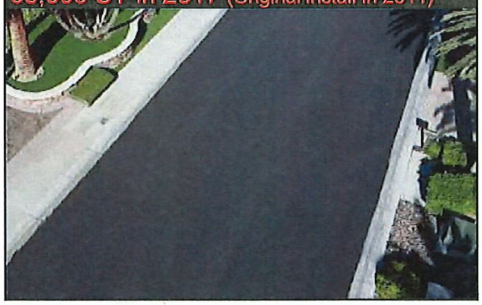
Georgetown, TX
79,029 SY in 2019



Ashton Park, TN
52,000 SY in 2017



Red Rock Country Club,NC
68,000 SY in 2017 (Original install in 2011)



HOAs in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5 (categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

» *Lower & more predictable costs*
» *Extends pavement life*
» *Improved aesthetics and property values*
» *No loose or grainy residue*
» *Fewer premature failures*

For more information visit:
www.HA5info.com/blog

STREET IMPR
PRESERV
HA5 MI

MAP	LOCATION	STREET NAME
1	Bar #5 & Santa Curz Estates & Santa Cruz Estates Ph 2	Elizabeth St.
		E. Efrain St.
		E. Yvonne
		N. Yvette St.
		Barbara Ln.
		E. Francis Ln
		N. Shelly Ave
Add to Map 2	Monte Cristo Park Ph 1 & 2	Tagle St.
		Denver St.
2		Salinas St.
		Chicago St.
		Boston St.
		Atlanta St.
3	Veterans Blvd.	
4	Fountain Plaza Blvd	
6	Victoria Heights Subdivisin	Lancelot Ln
		W. Dutchess St.
		Princess St.
		Empress St.

OVEMENT PROGRAM		
ATION 2023-2024		
NERAL BOND		
START	FINISH	FY
Doolittle Rd.	E. to city limits	FY-2023-2024
Doolittle Rd.	E. to city limits	
Doolittle Rd.	E. to city limits	
Elizabeth St.	E Yvonne	
Doolittle Rd.	Shelly Ave.	
Doolittle Rd.	Shelly Ave.	
Barbara Ln	E. Francis Ln	
Monte Cristo Rd.	Denver St.	
Mallory Dr.	Brenda St.	
Denver St.	Boston St.	
Salinas St.	Tagle St.	
Salinas St.	Tagle St.	
Salinas St.	Tagle St.	
Schunior St.	Freddy Gonzalez Dr.	
McColl Rd.	Dead End	
Mon Mack Rd.	Empress St.	
Mon Mack Rd.	Empress St.	
Mon Mack Rd.	Empress St.	
Princess St.	Sprague St.	

STREET IMPROVEMENT PROGRAM					
PRESERVATION 2023-2024					
HA5 MINERAL BOND					
MAP	**LOCATION**	**STREET NAME**	**START**	**FINISH**	**FY**
1	Bar #5 & Santa Curz Estates & Santa Cruz Estates Ph 2	Elizabeth St. E. Efrain St. E. Yvonne N. Yvette St. Barbara Ln. E. Francis Ln N. Shelly Ave	Doolittle Rd. Doolittle Rd. Doolittle Rd. Elizabeth St. Doolittle Rd. Doolittle Rd. Barbara Ln	E. to city limits E. to city limits E. to city limits E Yvonne Shelly Ave. Shelly Ave. E. Francis Ln	FY-2023-2024
2	Monte Cristo Park Ph 1 & 2	Tagle St. Denver St. Salinas St. Chicago St. Boston St. Atlanta St.	Monte Cristo Rd. Mallory Dr. Denver St. Salinas St. Salinas St. Salinas St.	Denver St. Brenda St. Boston St. Tagle St. Tagle St. Tagle St.	
3	Veterans Blvd.		Schunior St.	Freddy Gonzalez Dr.	
4	Fountain Plaza Blvd		McColl Rd.	Dead End	
6	Victoria Heights Subdivisin	Lancelot Ln W. Dutchess St. Princess St. Empress St.	Mon Mack Rd. Mon Mack Rd. Mon Mack Rd. Princess St.	Empress St. Empress St. Empress St. Sprague St.	

Velma

THE CITY OF Edinburg

CONTRACT NO.

C-457(a)-22

City Council Approved:

August 16, 2022

To:

Myra L. Ayala, City Manager/Marissa
Vincent Romero, Public Works Director/Velma
Criselda Lozano, Purchasing Manager
Rick Rodriguez, Central Files

EDINBURG All-America City 1985 2000 1995

From: Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

INTERLOCAL AGREEMENT WITH THE CITY OF HURST, TEXAS TO AWARD ANDALE CONSTRUCTION OF VALLEY CENTER, KANSAS FOR HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION AT A UNIT PRICE OF $3.86 PER SQUARE YARD.

COMMENTS:
09-02-22 Omar, please approve. _____
09-02-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-19-22 Velma, an original for your files and one for the City of Hurst.
09-19-22 Criselda, for your files. VIA EMAIL ONLY.
09-19-22 Rick, an original/counterpart for Central Files.

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF EDINBURG, Texas (hereinafter called "CITY OF EDINBURG"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF EDINBURG are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF EDINBURG wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF EDINBURG may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF EDINBURG through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF EDINBURG have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF EDINBURG agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF EDINBURG with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF EDINBURG may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF EDINBURG agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF EDINBURG shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF EDINBURG shall each make their respective payments from current revenues available to the paying party.

3. Not withstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of September, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

CHERYL R. BELLOMY
NOTARY PUBLIC STATE OF TEXAS
COMM. EXPIRES 06/13/2025
NOTARY ID 12533051-4

Cheryl R. Bellomy
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

M Tidwell
Notary Public in and for the
State of Texas

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

Notary Public in and for the
State of Texas

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONSENT AGENDA
Agenda Item No: 13.B.
FY2023 Operation Stonegarden (OPSG)

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor for the Fiscal Year 2023 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Fiscal Year 2023 Operation Stonegarden Grant Program (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and local, tribal, territorial, state, and federal law enforcement agencies. Funding is provided to support joint efforts to secure the United States' borders along routes of ingress from international borders, including travel corridors in states bordering Mexico. The OPSG Program is designed to disrupt smuggling and other criminal activities that affect the City of Edinburg and may have national consequences.

Funding in the amount of approximately $345,000 will be used to compensate for overtime and fringe costs for Commissioned Police Officers and Emergency Communications Dispatchers to enhance patrols along the Interstate 69C corridor to disrupt the trafficking of persons, drugs, and weapons smuggled into and through Texas. The request also includes 16 license plate reader cameras that will be used to assist officers in monitoring the City of Edinburg and deter criminal activity, along with a vehicle that will be used to patrol along I69C and throughout the City of Edinburg. The Edinburg Police Department requests the City Council's consideration and approval for ratification of the submission of the grant application to advance the department with the grant opportunity.

The City was advised of this funding opportunity on February 2, 2024. The submission deadline for this program was February 9, 2024, which did not provide time for City staff to present the resolution to the City Council prior to the submission of the grant application. Due to time constraints, the staff submitted the grant application and is requesting ratification of the submission. The performance period is one year, beginning March 1, 2024, to February 28, 2025. Official award notification is anticipated by May 2024.

There is no fiscal impact on the General Fund budget, and no matching funds are required. Procurement will adhere to federal, state, and City policies as required.

The grant will cover overtime and fringe costs for Commissioned Police Officers and Emergency Communications Dispatchers. The funds will be used to increase patrol and investigative activities and provide communication support to officers. Staff recommends ratifying the grant application submission to maximize the funding opportunity and reduce budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor for the Fiscal Year 2023 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2023 OPSG Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**RESOLUTION RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2023 OPERATION STONEGARDEN GRANT (OPSG) PROGRAM AND TO EXECUTE DOCUMENTS RELATED THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor for the Fiscal Year 2022 Operation Stonegarden Grant (OPSG) Program for approximately $345,000 for overtime costs; and

WHEREAS, the grant requires a 0 percent local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the Fiscal Year 2023 Operation Stonegarden Grant performance period is from March 1, 2024, to February 28, 2025; and

WHEREAS, the City of Edinburg agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager as the grantee's authorized official. The authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council hereby ratifies the City Manager's submission and execution of grant application to the Office of the Governor for the Fiscal Year 2023 Operation Stonegarden Grant (OPSG) Program, and the authorized official is given the power to apply for, accept, reject, alter, terminate and execute all grant documents on behalf of the applicant agency.

SECTION 3: The OPSG grant will fund 100 percent of grant activities.

SECTION 4: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

Grant Number: 3172509

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 5, 2024
CONSENT AGENDA
Agenda Item No: 13.C.
Grant - Local Border Security Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Fiscal Year 2025 Local Border Security Program and to Execute all Grant Documents Relating Thereto [Jaime Ayala, Chief of Police].

2. **Description:**
The Public Safety Office of the Office of the Governor is soliciting grant applications for the Fiscal Year 2025 Local Border Security Program (LBSP). The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrol efforts to deter and facilitate direct actions to interdict criminal activity. In Fiscal Year 2024, the City of Edinburg Police Department was awarded $200,000 for overtime costs through the Fiscal 2024 Local Border Security Program Grant.

The Office of the Governor released the solicitation for this grant to fund the compensation for overtime and fringe costs on January 15, 2024, for fiscal year 2024-2025. The deadline for the grant application is March 14, 2024. The award notification is anticipated to be in the summer of 2024. The period of performance is one year. The projects selected for funding must begin on or after September 1, 2024 through August 31, 2025.

For Fiscal Year 2025, the Edinburg Police Department requests the City Council's consideration and approval to apply for approximately $400,000 to cover overtime costs for Commissioned Police Officers to implement increased patrol and investigative capacities to meet the program goals and objectives of the Local Border Security Program.

There is no fiscal impact on the General Fund budget, and no matching funds are required.

The grant will cover overtime and fringe costs for Commissioned Police Officers. Staff recommends approval to submit this grant application. If authorized, the City will have an opportunity to maximize grant funding and alleviate budget expenditures related to overtime costs to implement patrol and investigative activities.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Fiscal Year 2025 Local Border Security Program and to Execute all Grant Documents Relating Thereto [Jaime Ayala, Chief of Police].

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Iris Alvarado, Management Services Administrator
Mary Gonzalez, Grants Analyst

Attachments:

A. FY 2025 LBSP RESOLUTION

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2025 LOCAL BORDER SECURITY PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of the Governor is soliciting grant applications for the Fiscal Year 2025 Local Border Security Program to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity; and

WHEREAS, the City of Edinburg will be reimbursed for overtime costs to implement increased patrol and investigative capacities to meet the program goals and objectives of the Local Border Star Program, and

WHEREAS, the Edinburg City Council finds it is the best interest of the citizens of City of Edinburg that the Fiscal Year 2025 Local Border Security Program be operated from September 1, 2024, to August 31, 2025; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes and designates the City Manager, as the City's authorized official, to submit the grant application to the Office of the Governor, for the Fiscal Year 2025 Local Border Security Program, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 5th day of March 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

Grant Number: 2994310