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
APRIL 2, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the Edinburg North Golden Spurs Dance Team as National Grand Champions as Requested by Joanne Perez Pena. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing the Month of April 2024 as Child Abuse Awareness Month as Requested by the Lower Rio Grande Valley Development Council. [Clarice Y. Balderas, City Secretary]

C. Present the Recipient for the Employee of the Month Award for the Month of February 2024. [Belinda Torres, Director of Human Resources/Civil Service]

5. PUBLIC COMMENTS

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

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

6. PRESENTATION AND REPORT

A. Presentation and Discussion Regarding the Possible Creation of a Public Utilities Board. [Tomas D. Reyna, Assistant City Manager]

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being a 0.453 Acre Tract of Land, More or Less, Being Out of a 20.0 Acre Tract Out of Lot 8, Block 4, Lot 1, Block 5 and Lot 1, Block 17, John Closner Subdivision, Located at 5522 South Veterans Blvd., as Requested by NAVAK 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 Lot 6, Block 241, Edinburg Original Townsite, Located at 121 North 21st Avenue, as Requested by Benito Estimbo III. **(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 Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being a 0.80 Gross Acre Tract of Land, More or Less, Out of the North 10.00 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf of Yolanda and Jaime Molina Ramirez. **(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 Suburban (RS) District to Commercial, General (CG) District, Being 10.505 Acres Out of Lot 12, Section 276, Texas-Mexican Railway Company Survey, Located at 3406 West University Drive, as Requested by Melden & Hunt, Inc. **(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 Variance Request Request to the City's Unified Development Code, Article 5, Section 5.207, Easements for a Sign, Being Dutch Bros Addition Subdivision, Lot 1, Block A, Located at 4108 South Business Hwy 281, as Requested by A1-Skylite Signs. [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Petition Providing for the Voluntary Annexation of 199.997 Acres, Being All of Lots 38 and 39, Baker's Subdivision of the Cucharia Tract, According to the Plat Thereof Recorded in Volume 2, Page 46, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas, Being Located at 8601 North Jasman Road, as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

G. Hold Public Hearing and Consider the Petition Providing for the Voluntary Annexation of All of Share 4 Containing 125.17 Acres, Tract of Land Out of Mutual Partition of Tract 158 San Salvador Del Tule Grant, as Per Map or Plat Thereof Recorded in Volume 16, Page 11, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas, Being Located at 8601 North Jasman Road, as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCE

A. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203-1,

Right-of-Way & Paving Width, Benitez Ranch Subdivision, Being 4.98 Acres Out of Lot 14, Section 233, Tex-Mex Railway Company Subdivision, Located at 1013 North Depot Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

A. Consider Ordinance Providing for the Voluntary Annexation of 12.79 Acres Being a Part or Portion Out of Lot 12 and All of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, According to the Plat Thereof Recorded in Volume 9, Page 3, Maps Records in the Office of the County Clerk of Hidalgo, Texas, Being Located at 4918 North Doolittle Road, as Requested by Rio Delta Engineering on Behalf of Copper Cove Subdivision, LLC. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Reviewing and Approving the Ordinance Amending the Budget for the 2023-2024 Fiscal Year Carry-Overs Re-Appropriations to the General Fund, Governmental Grant Fund, C.D.B.G. Fund, T.C.S.A. Fund, Municipal Court Special Revenue Fund, Public Education & Gov't (PEG) Fund, Parkland Dedication Fund, Utility Fund, Solid Waste Management Fund, South Texas International Airport at Edinburg Fund, Ebony Hills Golf Course Fund, Los Lagos Golf Club Fund, and State of Emergency Fund. [Ascencion Alonzo, Director of Finance]

10. RESOLUTIONS

A. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2024-2025 E-rate Grant program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

B. Consider Resolution of the City of Edinburg Suspending the April 4, 2024, Effective Date of AEP Texas Inc.'s Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Cities Served by AEP Texas and Authorizing Intervention in AEP Texas Inc.'s Requested Rate Change Proceedings Before the Commission; Hiring Lloyd Gosselink Attorneys and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation And Appeals; Requiring Reimbursement of Cities' Rate Case Expenses; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required By Law; Requiring Notice of this Resolution to the Company and Legal Counsel. [Omar Ochoa, City Attorney]

C. Consider Resolution Approving the American Rescue Plan Act (ARPA)-Coronavirus State and Local Fiscal Recovery Funds (SLFRR) Program Budget Amendment. [Claudia Farias, Director of Grants Administration].

11. AWARDING OF BID

A. Consider Awarding Bid No. 2023-19, Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps to McDonald Municipal & Industrial, in the Amount Not to Exceed $1,009,469.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

12. APPOINTMENTS

A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, Two Members; Edinburg Golf Board, Four Members; Edinburg Little League, One Member; Environment Advisory Board, Two Members; Planning and Zoning Commission, One Member; Recreation and Parks Board, Three Members; Boys

and Girls Club of Edinburg-RGV, One Member and Edinburg Housing Authority, Two Members (Mayor Appointed). [Clarice Y. Balderas, City Secretary]

13. ECONOMIC DEVELOPMENT

A. Consider Approving the EEDC Board's Selected Recipients of the Facade and Lot Improvement Program. [Raudel Garza, EEDC Executive Director]

14. 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 an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $436,174.00 for Environmental Compliance and Construction Engineering to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

B. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Supply Corporation to Provide Fire Protection Services to Montreal Estates Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

C. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to GEM Estates Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

D. Consider Rescheduling the Tuesday, May 21, 2024 Regular City Council Meeting to Thursday, May 23, 2024. [Clarice Y. Balderas, City Secretary]

E. Consider Authorizing the City Manager to Enter Into an Agreement with Renoworks Facility Solutions for the Asphalt Paving of the Golf Cart Path at the Ebony Hill Golf Course in the Amount of $263,522.00 through the Texas Interlocal Purchasing Contract (TIPS) Contract No. 211001 Q3212401 and Authorize the City Manager to Enter Into a Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

F. Consider Increasing the Amount of Purchase Order P240380 to La Uni LLC in the Amount Not to Exceed $8,582 for the All-America City David Chavana 10K Run/Walk, Miracle Mile and Fun Run Race Shirts. [Javier Garza, Director of Parks and Recreation]

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

Building Maintenance

1. General Fund: FROM Air Conditioning Units TO Building & Structures, in the Amount of $140,000.

15. OTHER BUSINESS

A. Future Items Requested by City Council. (Myra L. Ayala, City Manager)

16. EXECUTIVE SESSION

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

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

B. Consultation with City Attorney and Possible Action Regarding Interlocal Agreement with City of Pharr. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

C. Discussion Regarding Employment Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

D. Discussion and Possible Action Regarding Projects Faucet, Hospitality, and Born Again. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

E. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

F. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

G. Consultation with City Attorney and Possible Action Regarding Amending the Bylaws of the Edinburg Economic Development Corporation. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

OPEN SESSION

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

17. 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 28, 2024 at 7:40 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: April 2, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.A.
Proclamation: Edinburg North Golden Spurs

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Edinburg North Golden Spurs Dance Team as National Grand Champions as Requested by Joanne Perez Pena. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Edinburg North High School Golden Spurs Dance Team attended the Showtime International Grand Nationals dance competition on March 23-24, 2024 in Galveston, Texas.

The Golden Spurs were amazing in every performance, earning the title of National Champions-Contemporary routine, National Champions-Jazz routine, National Champions-Pom routine, 2nd place National Champion-Hip Hop routine, National Grand Champions for small division, 3rd place Best of the Best, and Overall Best "Precision Team" National Award for team routines. The Golden Spurs Officers brought home 1st place National Champions-Pom routine, 1st Place National Champions-Jazz routine, 1st place National Champion-Contemporary routine, National Grand Champions for Officers in small division, and 2nd place Best of the Best officers routines.

The Edinburg City Council would like to recognize the Golden Spur Dance Team, Showtime International Grand Nationals, National Grand Champions for their hard work and dedication.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Edinburg North Golden Spurs Dance Team as National Grand Champions.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Edinburg North Golden Spurs Dance Team

PROCLAMATION

EDINBURG NORTH HIGH SCHOOL
GOLDEN SPURS DANCE TEAM
NATIONAL GRAND CHAMPIONS

WHEREAS, the Edinburg North High School Golden Spurs Dance Team attended the Showtime International Grand Nationals dance competition on March 23-24, 2024 in Galveston, Texas; and,

WHEREAS, the Edinburg North High School Golden Spurs have spent countless hours practicing to be able to attend and represent their organization, school and community with pride; and,

WHEREAS, Showtime International Grand Nationals dance competition had over 400 routines performed and the Golden Spurs competed against very prestigious teams in the Small Division. The two day competition was tough but the Spurs displayed their skills and danced their hearts out at every performance; and,

WHEREAS, attending the national competition has offered the students an opportunity not only to dance but also to build on team work, responsibility, perseverance, unity and long lasting friendship; and,

WHEREAS, the Edinburg North High School Golden Spurs were amazing in every performance, earning the title of National Champions-Contemporary routine, National Champions-Jazz routine, National Champions-Pom routine, 2nd place National Champion-Hip Hop routine, 3rd place Best of the Best, and Overall Best "Precision Team" National Award for team routines and National Grand Champions for small division,. The Golden Spurs Officers brought home 1st place National Champions-Pom routine, 1st Place National Champions-Jazz routine, 1st place National Champion-Contemporary routine, 2nd place Best of the Best officers routines and National Grand Champions for Officers in small division; and,

WHEREAS, the Edinburg North High School Golden Spurs Dance Team is made up of an outstanding group: Alejandra Cavazos, Ashely Flores, Kaitlyn Gamez, Gina Lynn Garcia, Jaqueline Garza, Hannah Gomez, Alejandra Gonzalez, Ciana Gonzalez, Daisy Guillen, Kristy Hernandez, Brianna Jasso, Sophia Mendoza, Gia Pena, Jocelin Pinon, Lizbeth Soto, Aalison Surita, and Itzel Mendoza under the direction of Jossue M. Barajas and Noemi Salinas; and,

WHEREAS, the City Council of the City of Edinburg is proud to recognize the achievements of the Edinburg North High School Golden Spurs Dance Team.

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

EDINBURG NORTH HIGH SCHOOL GOLDEN SPURS DANCE TEAM
NATIONAL GRAND CHAMPIONS

and call upon all residents to join in the celebration of the success of these students and coaches.

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

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.B.
Proclamation: Child Abuse Awareness Month

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Month of April 2024 as Child Abuse Awareness Month as Requested by the Lower Rio Grande Valley Development Council. [Clarice Y. Balderas, City Secretary]

2. **Description:**
In Texas, we believe that children thrive in safe, stable, nurturing families, within their own communities. Through establishing partnerships with families that capitalize on the collective strengths of parents and their children we can build strong, healthy families and resilient communities where children can thrive.

Child abuse prevention cannot be tasked to one community, agency, or system. Behind many families that succeeded on their own is a strong community that provided a way for the family to meet their needs. All Texans must work together to strengthen our communities and build localized supports that are accessible, contribute to the well-being of the entire community, and keep children and families safe and together. Together, we can create a brighter future for children, families, and communities in Texas and ensure future leaders have the support they need to thrive and reach their potential.

The Edinburg City Council would like to recognize April 2024 as Child Abuse Awareness Month.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Month of April 2024 as Child Abuse Awareness Month.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Child Abuse Prevention Month

PROCLAMATION

CHILD ABUSE AWARENESS MONTH
APRIL 2024

WHEREAS, it is necessary to build a robust family well-being system that not only supports families when they are in a crisis but is intentional in supporting families before they are in crisis. In Texas, we believe that children thrive in safe, stable, nurturing families, within their own communities. Through establishing partnerships with families that capitalize on the collective strengths of parents and their children we can build strong, healthy families and resilient communities where children can thrive; and,

WHEREAS, sadly, child maltreatment is still a significant public health issue. Communities that lack accessible supports and resources can experience increased risk factors that lead to child abuse and neglect. Despite the complex factors that can lead to child maltreatment, it can be prevented; and,

WHEREAS, each year, the month of April is dedicated to recognizing the critical work being done across our great state to support families before a crisis occurs and offer them accessible lifelines that mitigate the challenges they face. Child abuse prevention occurs every day through the diligent work, tireless advocacy, and simple acts of kindness undertaken by Texas families, friends, neighbors, houses of faith, advocacy groups, nonprofit organizations, schools, health-care providers, social workers, and government agencies to support children and families in every community across the Lone Star State; and,

WHEREAS, child abuse prevention cannot be tasked to one community, agency, or system. Behind many families that succeeded on their own is a strong community that provided a way for the family to meet their needs. All Texans must work together to strengthen our communities and build localized supports that are accessible, contribute to the well-being of the entire community, and keep children and families safe and together. I encourage all Texans to learn more about the many aspects of our communities working hard to create positive, healthy environments for the future leaders of our great state and nation. Together, we can create a brighter future for children, families, and communities in Texas and ensure future leaders have the support they need to thrive and reach their potential; and,

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

CHILD ABUSE AWARENESS MONTH

and encourage everyone to learn about the ongoing efforts to create positive, healthy environments for children. Together, bringing about a better, brighter future for children, families and communities so that they can thrive and reach their full potential.

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

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.C.
Employee of the Month - February 2024

1. **Agenda Item:**
Present the Recipient for the Employee of the Month Award for the Month of February 2024. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipient for the Employee of the Month for the month of February 2024.

The recipient for the month of February 2024 is Bianney Vasquez, Program Coordinator II with the Department of Parks and Recreation/Word Birding Center Division.

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

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

3. **Staff's Recommendation:**
Present the Recipient for the Employee of the Month Award for the Month of February 2024.

Reviewed by:
Jesus Saenz, Assistant City Manager

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

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PRESENTATION AND REPORT
Agenda Item No: 6.A.
Possible Creation of Public Utilities Board

1. **Agenda Item:**
Presentation and Discussion Regarding the Possible Creation of a Public Utilities Board. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The City of Edinburg is one of the fastest growing cities in the Rio Grande Valley, and with growth comes great demands and long-term planning for public infrastructure. City staff is presenting the City Council information regarding the creation of a Public Utility Board for discussion and consideration.

A Public Utilities Board (PUB) is a government agency or regulatory body responsible for overseeing and regulating public utility services within a specific jurisdiction. These utilities typically include services such as water, electricity, natural gas, telecommunications, and sometimes transportation services like buses or trains.

The primary role of a PUB is to ensure that these essential services are provided reliably, affordably, and sustainably to consumers while also balancing the interests of utility providers and the public. A PUB typically has the authority to set rates, establish service standards, approve infrastructure investments, mediate disputes between utility companies and consumers, and enforce compliance with relevant laws and regulations.

The specific powers and responsibilities of a PUB can vary depending on the legal and regulatory framework of the jurisdiction it operates in. Creating a PUB in Texas will involve the legal and regulatory requirements established by the state. If the City Council authorizes city staff to move forward with the creation of the board, the City will take all steps required to form such a board.

3. **Staff's Recommendation:**
Consider the creation of a Public Utilities Board.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Presentation

CREATION OF A PUBLIC UTILITIES BOARD (PUB)

APRIL 02, 2024

WHAT'S A PUBLIC UTILITIES BOARD?

- A Public Utilities Board (PUB) is a government agency or regulatory body responsible for overseeing and regulating public utility services within a specific jurisdiction.
- These utilities typically include services such as water, electricity, natural gas, telecommunications, and sometimes transportation services like buses or trains.
- The primary role of a PUB is to ensure that these essential services are provided reliably, affordably, and sustainably to consumers while also balancing the interests of utility providers and the public.
- PUBs typically have the authority to set rates, establish service standards, approve infrastructure investments, mediate disputes between utility companies and consumers, and enforce compliance with relevant laws and regulations.
- The specific powers and responsibilities of a PUB can vary depending on the legal and regulatory framework of the jurisdiction it operates in.

CREATION OF A PUBLIC UTILITIES BOARD

THE FOLLOWING ARE GENERAL STEPS WE MAY TAKE TO CREATE A PUB:

- **IDENTIFY THE NEED**: Determine the need for a public utilities board in your community. Consider factors such as the types of utilities (e.g., water, electricity, natural gas) that the board would oversee, existing regulatory mechanisms, and any gaps or deficiencies in current oversight.

- **DEFINE OBJECTIVES AND SCOPE**: Clearly define the objectives and scope of the proposed public utilities board. This might include outlining its responsibilities, authority, composition, and operating procedures. Consider consulting with stakeholders, including local government officials, utility providers, consumer advocacy groups, and community members, to gather input and support.

- **DRAFT ORDINANCE**: If necessary, work with legal experts to draft an ordinance that formally establishes the public utilities board. This document should detail the board's purpose, powers, membership structure, appointment or election procedures, terms of office, and any other relevant provisions.

- **APPOINT BOARD MEMBERS**: If the public utilities board will have appointed members, establish a process for selecting and appointing qualified individuals to serve on the board. This process may involve nominations by elected officials, applications from interested candidates, interviews, and formal appointments.

- **OBTAIN APPROVAL:** Present the proposed ordinance to the appropriate governing body for approval. This might be a city council, county commissioners court, or another relevant authority, depending on the jurisdiction. Advocate for the adoption of the proposal by highlighting its benefits and addressing any concerns raised by decision-makers.

- **PROVIDE TRAINING AND ORIENTATION:** Once board members are appointed or elected, ensure they receive appropriate training and orientation to familiarize them with their roles, responsibilities, and relevant laws and regulations. This might include training on utility industry fundamentals, regulatory processes, legal requirements, and governance best practices.

- **COMMENCE OPERATIONS**: Once the public utilities board is officially established and its members are in place, begin conducting regular meetings, fulfilling its responsibilities, and addressing the issues within its jurisdiction. Monitor the effectiveness of the board's operations and make adjustments as needed to achieve its objectives.

- **ESTABLISH OPERATING PROCEDURES**: Develop operating procedures and bylaws for the public utilities board. These should address matters such as meeting frequency, quorum requirements, voting procedures, conflict-of-interest policies, public participation opportunities, and other administrative matters.

- **ENGAGE WITH STAKEHOLDERS**: Foster ongoing communication and collaboration with stakeholders, including utility providers, government agencies, community organizations, and the public. Solicit feedback, address concerns, and work collaboratively to promote transparency, accountability, and the efficient delivery of utility services.

- **CREATING A PUBLIC UTILITIES BOARD (PUB):** may indeed require approval from the Texas Railroad Commission (RRC), depending on the specific circumstances and the scope of authority granted to the proposed PUB. The Texas Railroad Commission, despite its name, primarily regulates the oil and gas industry, pipelines, surface mining, and certain aspects of alternative energy resources. However, it does not directly oversee public utilities like water, electricity, or telecommunications. These utilities in Texas are typically regulated by other entities such as the Public Utility Commission of Texas (PUCT) or local regulatory authorities.

It's important to note that the process of forming a public utilities board in Texas may vary depending on local circumstances, legal requirements, and the specific utilities involved. Consulting with legal experts, government officials, and other relevant stakeholders can help ensure that the process is conducted effectively and in compliance with applicable laws and regulations.

Overall, the effectiveness of a Public Utilities Board depends on its ability to balance the interests of consumers, utility companies, and the public good.

QUESTIONS?

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.A.
Ordinance: Rezoning Request - NAVAK LLC

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being a 0.453 Acre Tract of Land, More or Less, Being Out of a 20.0 Acre Tract Out of Lot 8, Block 4, Lot 1, Block 5 and Lot 1, Block 17, John Closner Subdivision, Located at 5522 South Veterans Blvd., as Requested by NAVAK 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 east side of South Veterans Boulevard, approximately 896.95 feet north of East Owassa Road. The property has 80.00 ft. of frontage on South Veterans Boulevard and a depth of 246.4 ft. for a total area of 19,712.80 square feet. The lot currently has an existing mobile home. The property was annexed on March 17, 2015 as Agricultural and Open Space (AO) District. The requested zoning designation is the primary commercial district and accommodates a wide range of commercial uses. The proposed use is for a commercial plaza.

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

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, March 1, 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 March 13, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture & 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:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance- NAVAK LLC

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2024
CITY COUNCIL –04/02/2024
DATE PREPARED – 02/06/2024

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: NAVAK LLC

AGENT: None

LEGAL: Being a 0.453 acre tract of land, more or less, being out of a 20.0 acre tract out of Lot 8, Block 4, Lot 1, Block 5 and Lot 1, Block 17, John Closner Subdivision

LOCATION: 5522 South Veterans Boulevard

LOT/TRACT SIZE: 19,712.80 square feet

CURRENT USE: Mobile Home

PROPOSED USE: Commercial development

EXISTING ZONING: Agricultural & Open Space (AO) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and N.A.W.S.C Water

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

REZONING REQUEST
NAVAK LLC

EVALUATION

The following is staff's evaluation of the request.

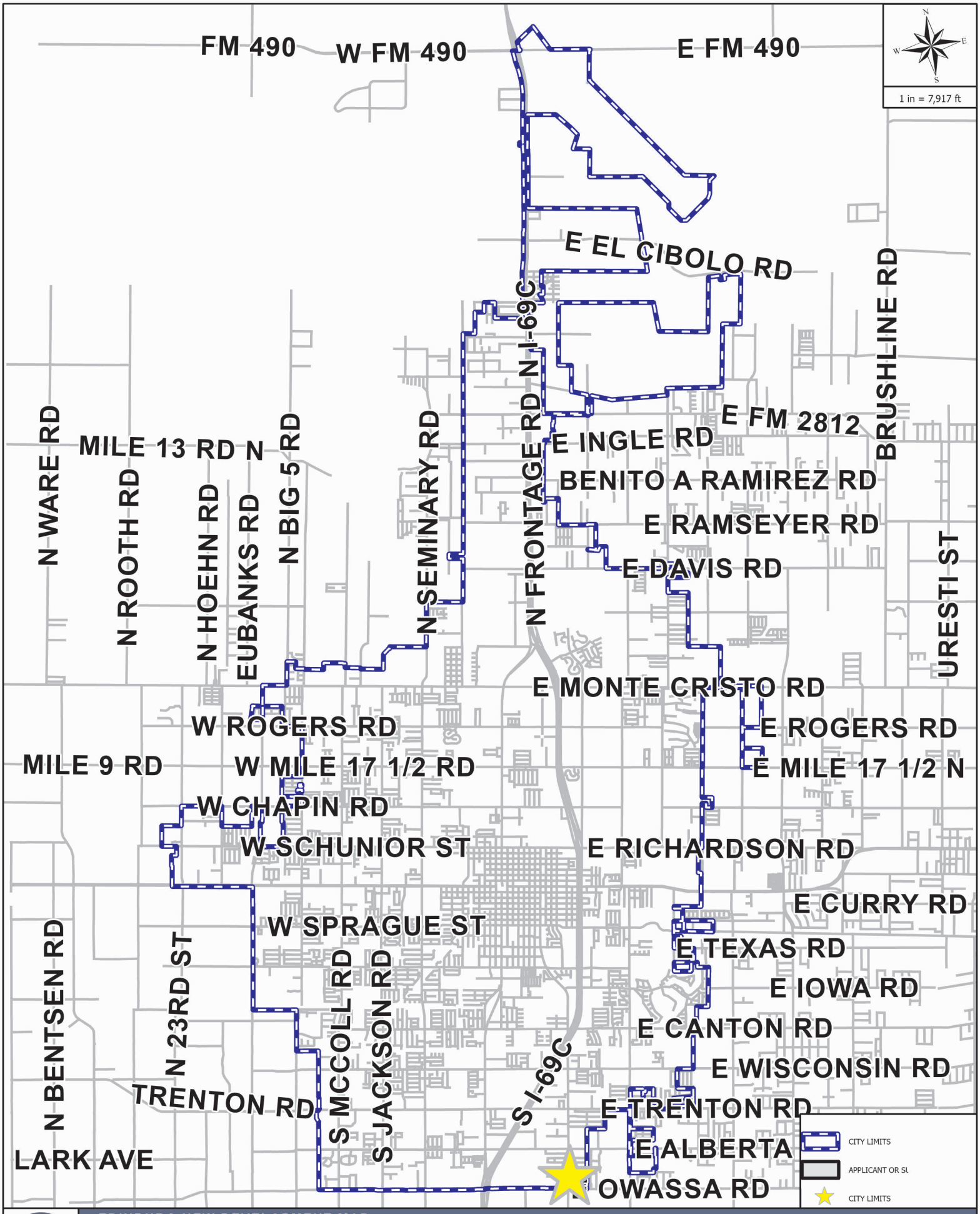
1. Adjacent land uses consist of a mixture of commercial businesses and single-family residential uses.

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

3. South Veterans Boulevard is classified as a Minor Arterial Street. As such is, it is better suited for commercial uses.

Staff recommends approval of the Rezoning Request from Agriculture & Open Space (AO) District to Commercial, General (CG) District based on adjacent land uses and the location on South Sugar 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.

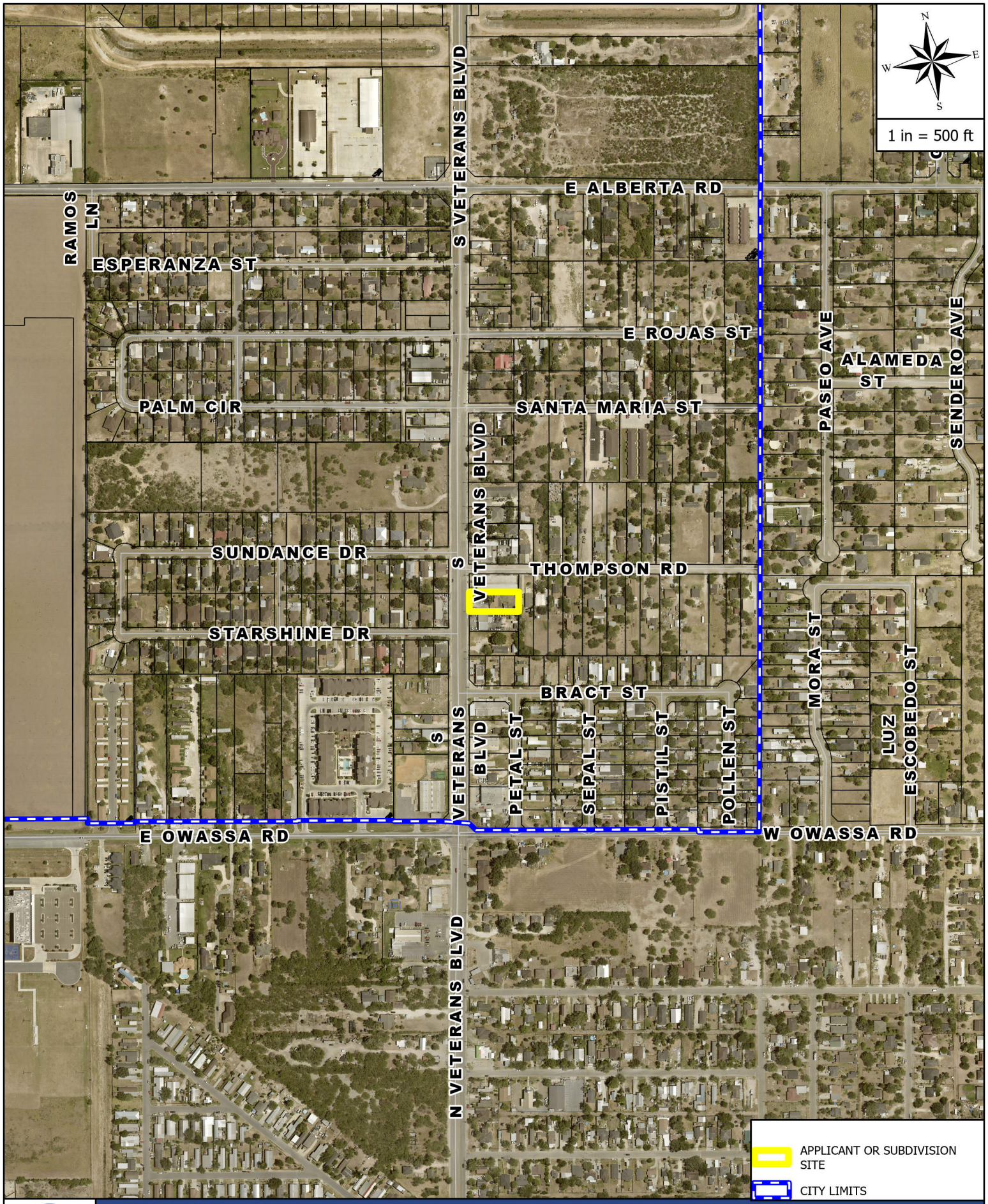
Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, March 1, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 14, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

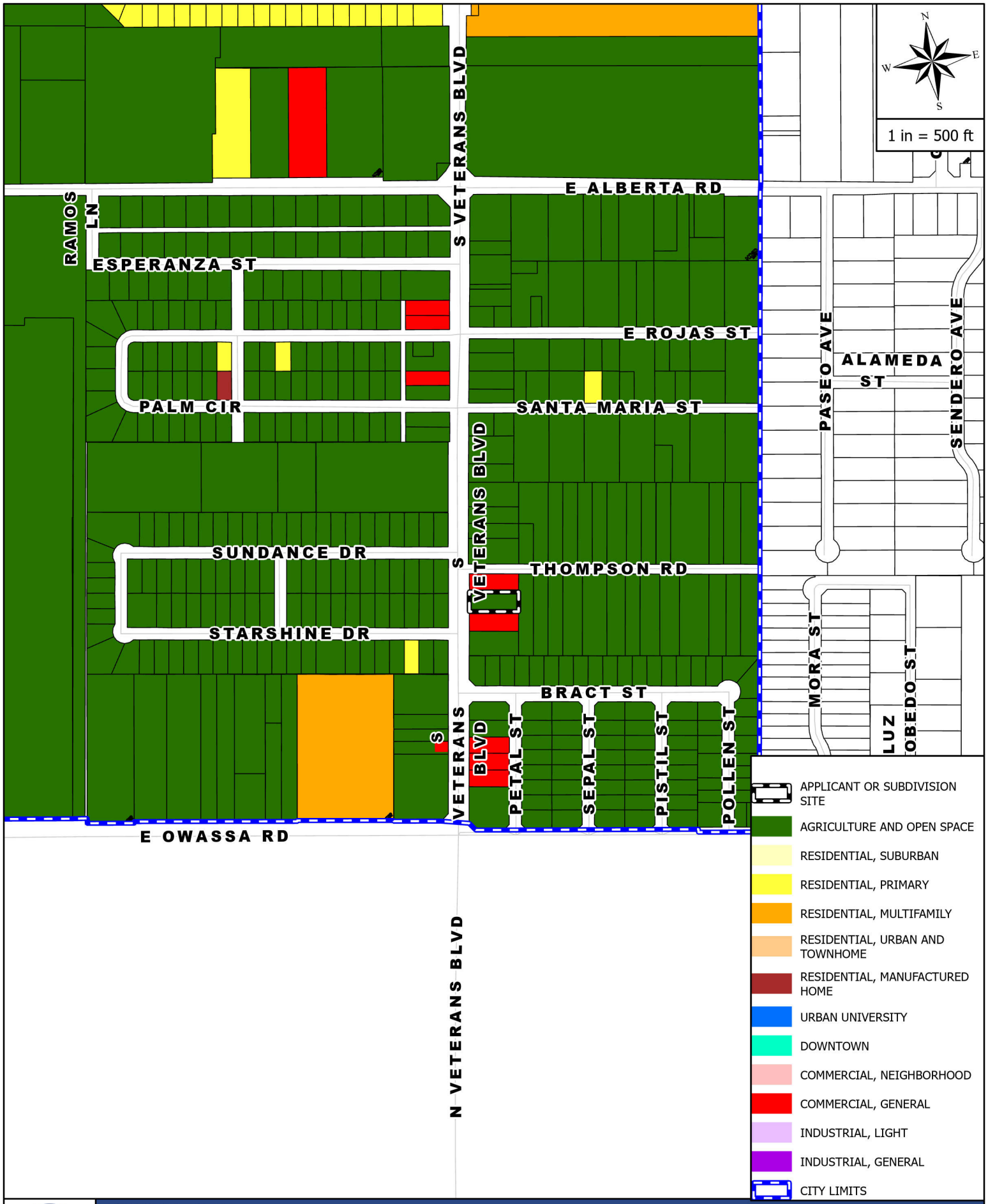
RZNE-2024-0189 NAVAK LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

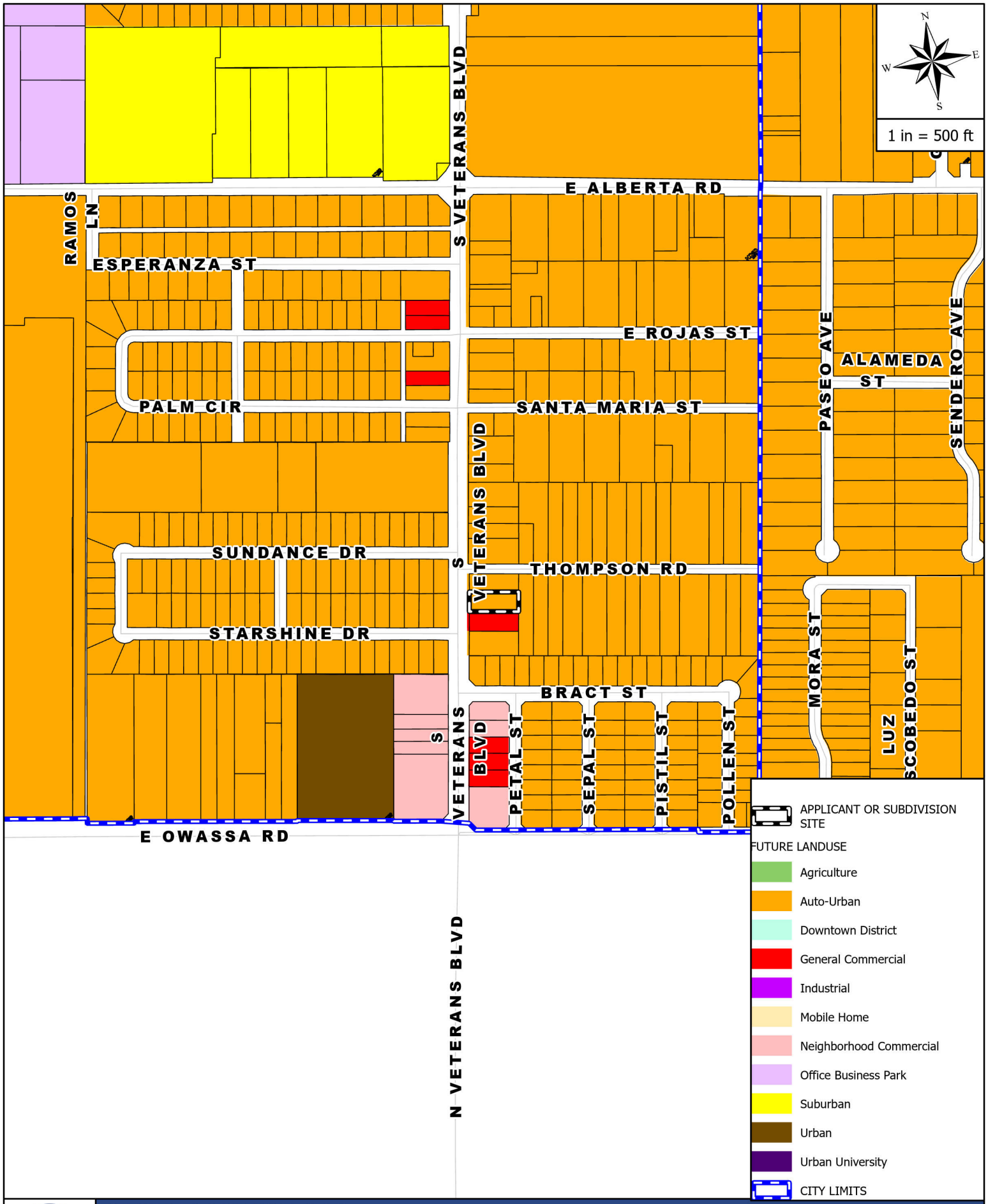
RZNE-2024-0189 NAVAK LLC



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

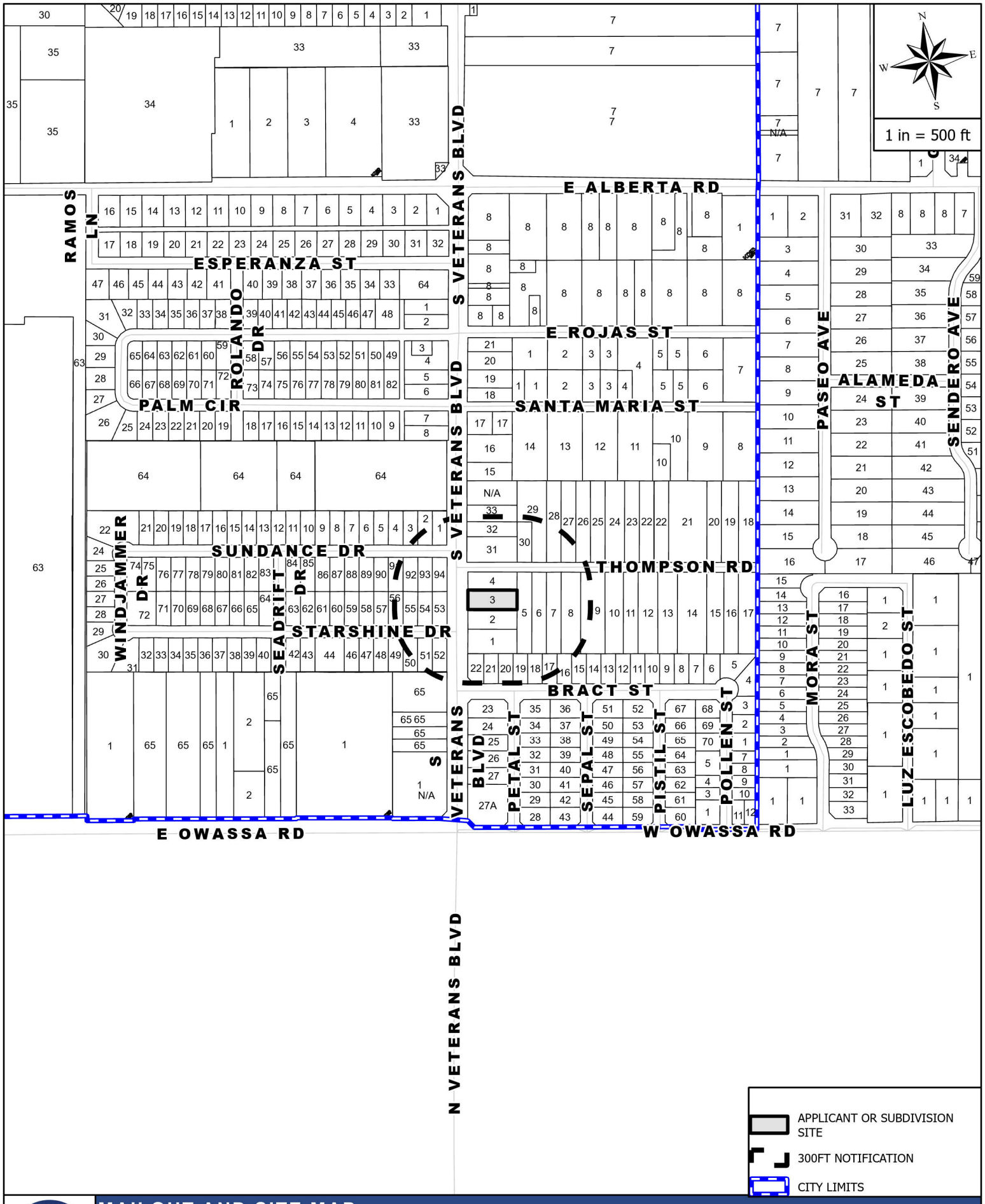
RZNE-2024-0189 NAVAK LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0189 NAVAK LLC



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0189 NAVAK LLC

Rezoning Request Site Photo

NAVAK LLC

5522 SOUTH VETERANS BOULEVARD

ADDRESS: 5522 SOUTH VETERANS BLVD.
EDINBURG, TEXAS 78542

CLIENT: GUMECINDO RODRIGUEZ

TITLE CO.: N/A

GF NO.: N/A

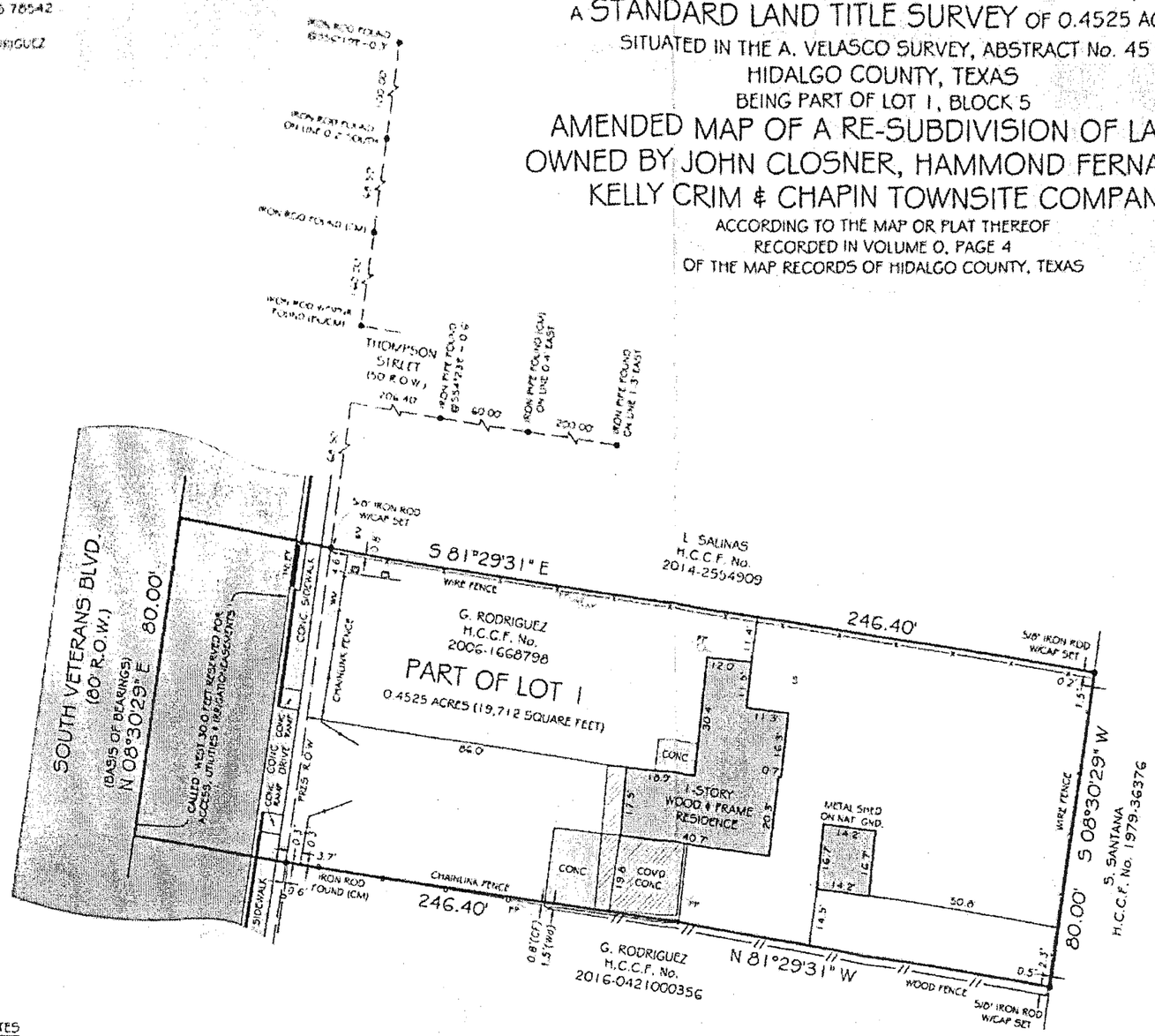
LENDER: N/A

A STANDARD LAND TITLE SURVEY OF 0.4525 ACRES

SITUATED IN THE A. VELASCO SURVEY, ABSTRACT No. 45
HIDALGO COUNTY, TEXAS
BEING PART OF LOT 1, BLOCK 5

AMENDED MAP OF A RE-SUBDIVISION OF LANDS OWNED BY JOHN CLOSNER, HAMMOND FERNANDEZ, KELLY CRIM & CHAPIN TOWNSITE COMPANY

ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 0, PAGE 4
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



SCALE
1" = 30'

LEGEND

(CM)	- CONTROLLING MONUMENT
(BC)	- BLOCK CORNER
(P)	- PLATTED
(C)	- CALLED
(M)	- MEASURED
R.O.W.	- RIGHT OF WAY
H.C.D.D.	- HIDALGO COUNTY DRAINAGE DISTRICT
H.C.C.F.	- HIDALGO COUNTY CLERK FILE
H.C.P.R.	- HIDALGO COUNTY PLAT RECORD
H.C.D.R.	- HIDALGO COUNTY DEED RECORD
COV'D	- COVERED
CONC.	- CONCRETE
NAT.	- NATURAL
GND.	- GROUND
(TYP)	- TYPICAL EXAMPLE
(CF)	- CHAINLINK FENCE
(WF)	- WOOD FENCE
(WiF)	- WIRE FENCE
SPNR	- SPINNER
●	- SURVEY MONUMENT
PP	- POWER POLE
EM	- ELECTRIC METER
S	- SEPTIC TANK LID
WM	- WATER METER
GF	- PUMP STYLE GARDEN FAUCET
	- SIGNAGE (DOUBLE POST)

JOB NO: 210118
DATE: FEBRUARY 26, 2021

PRIME TEXAS SURVEYS

Firm No: 10133000
2417 NORTH FREEWAY
HOUSTON, TX 77009
713-864-2400
www.primetxsurveys.com

NOTES

1) ALL BEARINGS SHOWN ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD 83 PER FOUND MONUMENTS & GPS OBSERVATIONS

2) THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.

3) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS, HEIRS OR ASSIGNS.

FLOOD INFORMATION

"BASED ON VISUAL EXAMINATION, THIS TRACT LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NO: 4803340425C REVISION DATE: 10-16-1982. "INACCURACIES OF F.E.M.A. MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDIES.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND.

STATE OF TEXAS
REGISTERED
TOM A. FIDLER
3940
PROFESSIONAL
LAND SURVEYOR

TOM A. FIDLER
R.P.L.S. NO. 3940

Exhibit "A"

A 0.453 acre tract of land, more or less, being out of a 20.0 acre tract out of Lot 8, Block 4, Lot 1, Block 5 and Lot 1, Block 17, JOHN CLOSNER SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 0, Pages 4 and 5, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of Lot 1, Block 5, the Southwest corner of Lot 8, Block 4;

THENCE, South 62.0 feet, along the West line of Block 5 to a point of beginning of this description;

THENCE, East 246.4 feet, to the Northeast corner of this description;

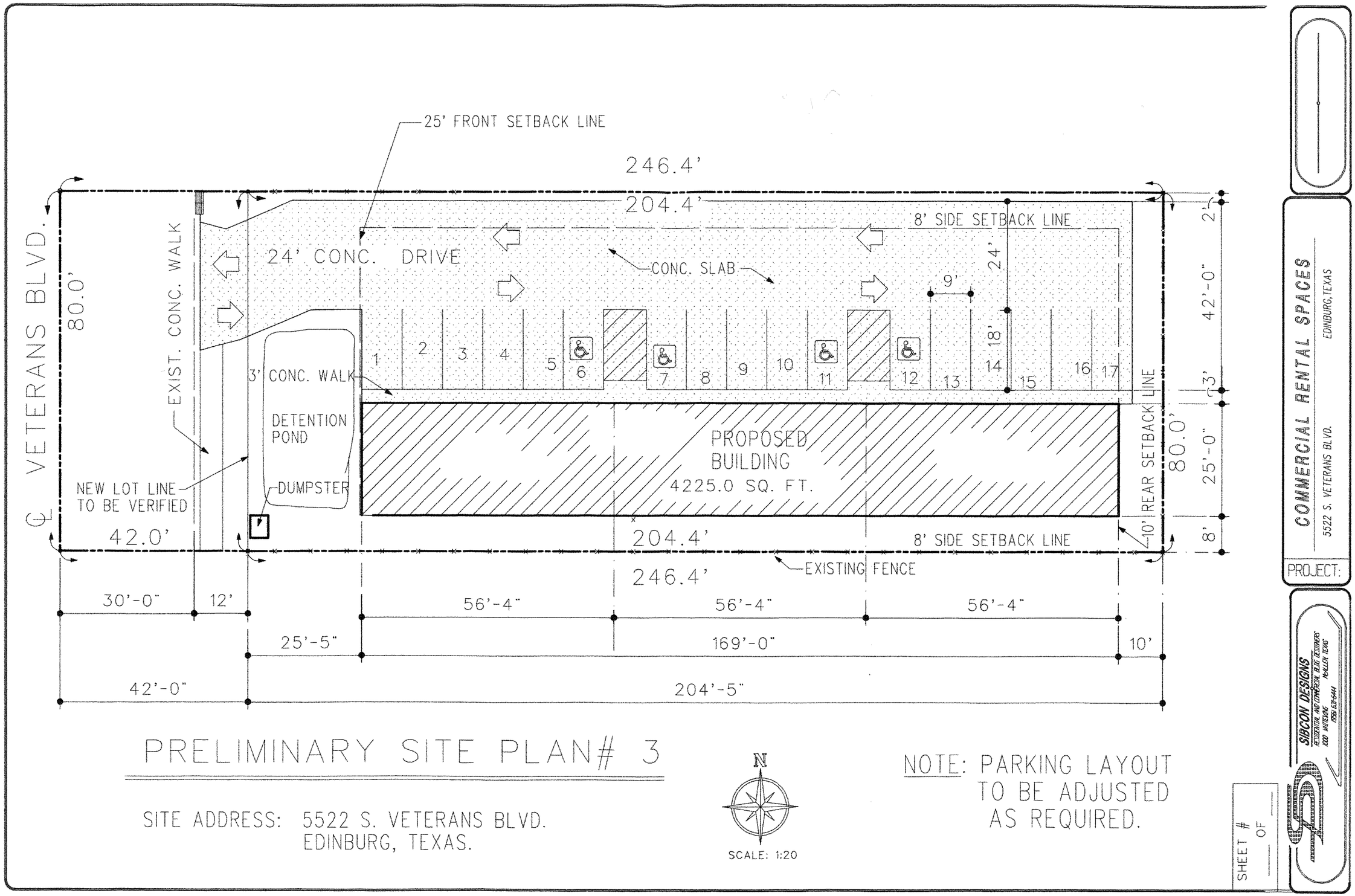
THENCE, South 80.0 feet, to the Southeast corner of this description;

THENCE, West 246.4 feet to the Southwest corner of this description;

THENCE North 80.0 feet to the POINT OF BEGINNING and containing 0.453 acres of land, more or less.

SAVE AND EXCEPT the West 30.0 feet which is reserved for access, utilities and irrigation easements as per map or plat thereof on file and of record in the Official of the County Clerk of Hidalgo County, Texas; and

SAVE AND EXCEPT a 0.018 acre, more or less, conveyed to the County of Hidalgo in Right of Way Deed dated June 6, 2006, recorded under Clerk's File No. 1632064, Official Records, Hidalgo County, Texas.



PRELIMINARY SITE PLAN# 3

SITE ADDRESS: 5522 S. VETERANS BLVD.
EDINBURG, TEXAS.

NOTE: PARKING LAYOUT TO BE ADJUSTED AS REQUIRED.

SHEET # ___ OF ___

PROJECT: COMMERCIAL RENTAL SPACES
5522 S. VETERANS BLVD. EDINBURG, TEXAS

SIBCON DESIGNS
RESIDENTIAL AND COMMERCIAL BLDG DESIGNERS
1000 WATERWAY MALLEN TEXAS
(956) 631-6444

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0189

Date: 2/08/24

(956) 227-8267
(915) 920-4670

1. Property Owner (required): NOVAK LLC 2. Phone: ~~(956) 970-4670~~

3. Mailing Address: 3329 TIERRA ANGEL DR.

4. City: EL PASO State: TX. Zip: ~~79938~~

5. Owner's Email: KLOSSNAV@GMAIL.COM. 6. Cell No: ~~(956) 970-~~ (915-920-4670

7. Agent (not owner): N/A 8. Agent's Phone: _____

9. Agent's Mailing Address: _____

10. City: _____ State: _____ Zip: _____

11. Agent's Email: _____

12. Address/Location being Rezoned: 5512 S. VETERANS BLVD.

13. Legal Description of Property: 14. Property ID(s): 118209

AMIGO PARK TRACT 3 (UNRECORDED)

15. Zone Change: From: AGRICULTURAL To: COMMERCIAL GENERAL

16. Existing Land Use: RESIDENTIAL

17. Reason for Zone Change: WANT TO BUILD A COMMERCIAL BUILDING

Annette Kloss Navarro Annette Kloss Navarro
(Please Print Name) Signature

RECEIVED
FEB 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: 586334
ALVAREZ GLORIA A
5200 N HUISACHE AVE
PHARR, TX 78577-8247

PID: 586335
SILVAS BLANCA
100 BECKER ST
ALAMO, TX 78516-9791

PID: 586336
JASSO JESUS CARLOS
1413 BRACT ST
EDINBURG, TX 78542-8351

PID: 586337
ARCOIRIS DAYCARE LLC
736 FICUS ST
LA JOYA, TX 78560-4094

PID: 586333
SUSTAITA JOSE A & SILVIA
PO BOX 3815
EDINBURG, TX 78540-3815

PID: 586339
VASQUEZ ALBERTO GUEVARA
& RAUL ANGEL PLATA TORICES
1216 PROSPERIDAD
PHARR, TX 78577-7758

PID: 586338
CHAPA HERMEREJILDO JR
& OLIVIA C
1405 BRACT ST LOT 21
EDINBURG, TX 78542-8351

PID: 586332
HERNANDEZ MARIA DE LA LUZ
1511 BRACT ST
EDINBURG, TX 78542-8374

PID: 314695
ALFARO KIMBERLY
& FRANCISCO JAVIER
1209 STARSHINE ST
EDINBURG, TX 78542-8799

PID: 314730
GONZALEZ WILBERTH RAYMUNDO
1208 E SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 314731
GONZALEZ MARIA C
1214 SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 314694
SOLIS ROSENDO & HERLINDA
901 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314640
AVILA NOELIA
5414 S VETERANS BLVD
EDINBURG, TX 78542-6863

PID: 314642
LUCERO MA LUISA
1213 SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 314732
HERNANDEZ IVAN & CORINA G
1218 SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 314733
REYES MARISOL
31401 N FM 681
EDINBURG, TX 78541-0308

PID: 314692
RAMIREZ JESUS & FRANCISCA
810 E MARION ST
PHARR, TX 78577-5008

PID: 314688
RUIZ DANIEL P
1208 STARSHINE DR
EDINBURG, TX 78542-8799

PID: 314689
RUBICON CONSTRUCTION GROUP LLC
PO BOX 1336
SAN JUAN, TX 78589-1336

PID: 314690
GARCIA LUIS R
1216 STARSHINE DR
EDINBURG, TX 78542-8799

ZONING CASE
OWNER NOTIFICATION LIST

PID: 314693
BETANCOURT VALENTE
& MA DEL SOCORRO
1219 STARSHINE DR
EDINBURG, TX 78542-8799

PID: 314641
SEGOVIA BLAS & MARIA
1217 SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 118208
RODRIGUEZ GOMEZINDO SR
5522 SOUTH VETERAN'S BLVD
EDINBURG, TX 78542-6939

PID: 118240
AVILA GERONIMO & NATALIA
5414 S VETERANS BLVD
EDINBURG, TX 78542-6863

PID: 118209
RODRIGUEZ GUMECINDO
4320 E IOWA RD
EDINBURG, TX 78542-2756

PID: 118214
LAZO ALBERT F & ISELA
1510 E THOMPSON RD
EDINBURG, TX 78542-2626

PID: 118233
GARCIA MIKE & ANDREA
2819 SOFIA AVE
EDINBURG, TX 78542-7514

PID: 118238
SALINAS LEONARDO
1903 CRISTOBAL DR
EDINBURG, TX 78542-7169

PID: 118210
NAVAK LLC
3329 TIERRA ANGEL DR
EL PASO, TX 79938-4826

PID: 118236
AVILA GERONIMO JR
5414 SOUTH VETERANS BLVD
EDINBURG, TX 78542-6863

PID: 314691
VAZQUEZ ANA LUISA BECERRA VIDAL
1107 SERENIDAD DR
PHARR, TX 78577-7765

PID: 118239
MARTINEZ RUBEN & ROSA MARIA
5420 S VETERANS BLVD
EDINBURG, TX 78542-6863

PID: 118207
TOVAR JOEL
2000 LOMA VISTA DR
SAN JUAN, TX 78589-3369

PID: 118212
DE LA FUENTE MARIA DE LEON
1422 E THOMPSON RD
EDINBURG, TX 78542-2625

PID: 118213
SIERRA BOBBY & ADRIANNA
1502 E THOMPSON RD
EDINBURG, TX 78542-2626

PID: 118237
SALINAS LEONARDO
& YURIDIA CHAPA
1903 CRISTOBAL ST
EDINBURG, TX 78542-7169

PID: 118215
ORTIZ ROBERTO & SOFIA
1518 E THOMPSON RD
EDINBURG, TX 78542-2626

PID: 118234
RAMIREZ BEATRIZ & RENE
1515 E THOMPSON RD
EDINBURG, TX 78542-2634

PID: 118235
JIMENEZ ANNA BERTA
1501 E THOMPSON RD
EDINBURG, TX 78542-2634

PID: 202036
AJIBADE ABRAHAM
4920 OXFORD ST
EDINBURG, TX 78539

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE & OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING A 0.453 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 20.0 ACRE TRACT OUT OF LOT 8, BLOCK 4, LOT 1, BLOCK 5 AND LOT 1, BLOCK 17, JOHN CLOSNER SUBDIVISION, LOCATED AT 5522 SOUTH VETERANS BLVD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture & Open Space (AO) 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 a 0.453 acre tract of land, more or less, being out of a 20.0 acre tract out of Lot 8, Block 4, Lot 1, Block 5 and Lot 1, Block 17, John Closner Subdivision, Located at 5522 South Veterans Blvd Edinburg, Hidalgo County, Texas, from Agriculture & 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 March 12, 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 April 2, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture & 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 Agriculture & 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 2nd day of April 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: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.B.
Ordinance: Rezoning Request - Benito Estimbo III

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 6, Block 241, Edinburg Original Townsite, Located at 121 North 21st Avenue, as Requested by Benito Estimbo III. **(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 Edinburg Original Townsite and is located on the south west corner of East McIntyre Street and North 21st Avenue. The property has 50 feet of frontage along East McIntyre Street and a lot depth of 142 feet for a total area of 7,100 square feet. 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 add a second dwelling unit.

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

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, March 1, 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 March 13, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the adjacent land uses and densities in the 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance- Benito Estimbo III

MEETING DATES:
PLANNING & ZONING COMMISSION – 3/12/24
CITY COUNCIL – 4/2/24
DATE PREPARED – 3/6/24

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Benito Estimbo III.

AGENT: N/A

LEGAL: Being Lot 6, Block 241, Edinburg Original Townsite

LOCATION: 121 North 21st Avenue

LOT/TRACT SIZE: 7,100 square feet

CURRENT USE: Single Family development

PROPOSED USE: Multi-family Development

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: 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
BENITO ESTIMBO III

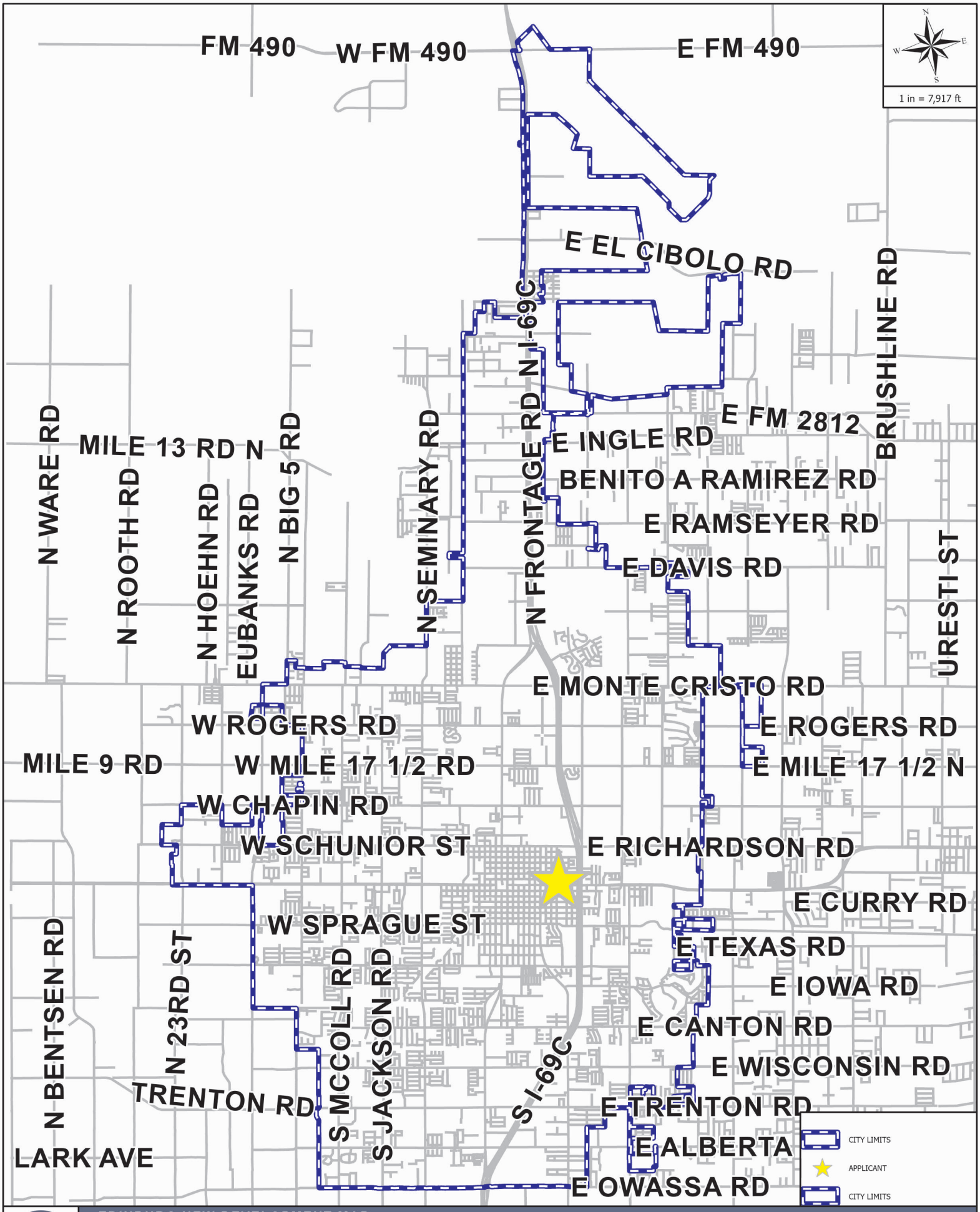
EVALUATION

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 consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on the adjacent land uses and existing multi-family residential 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.

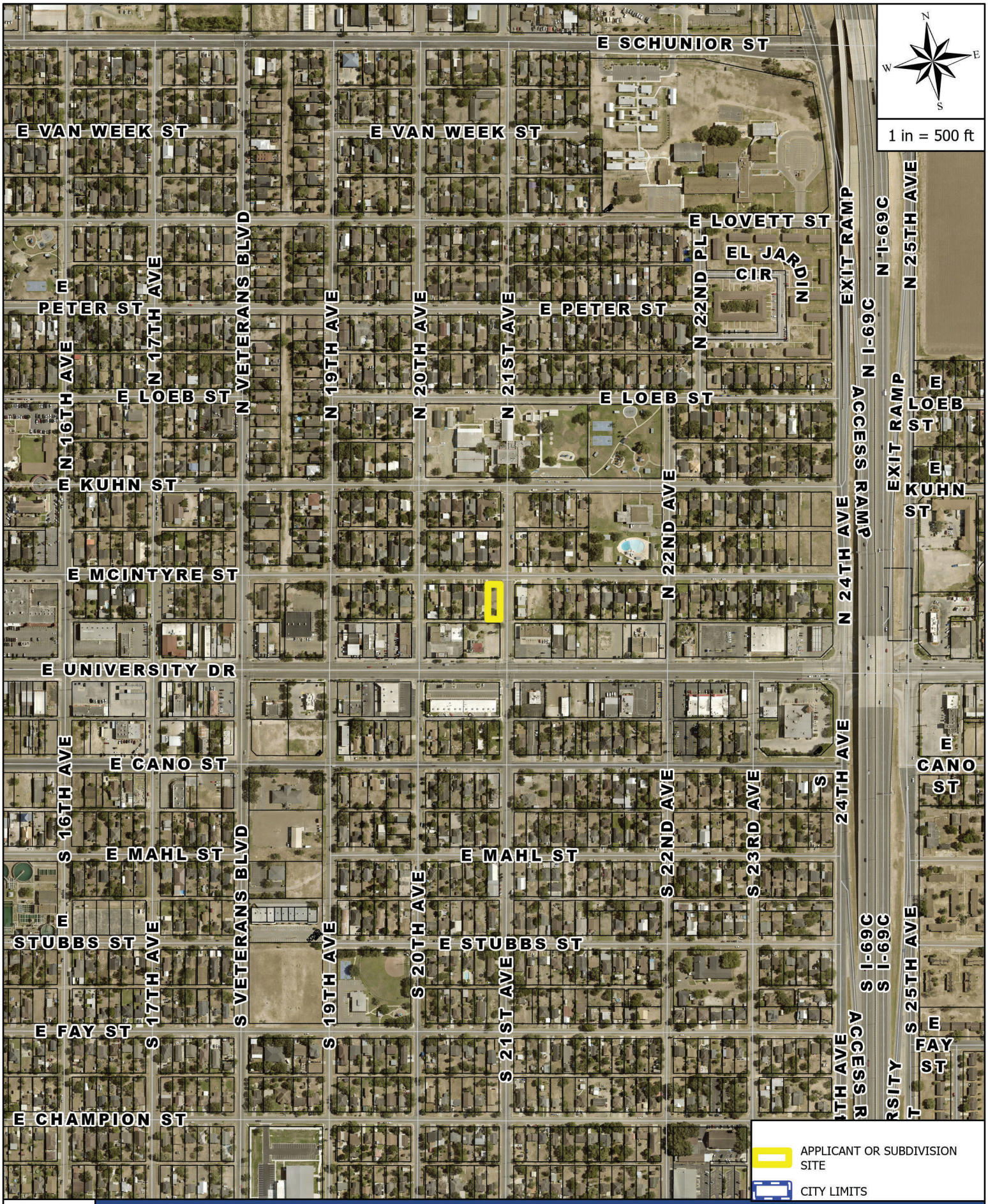
Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, March 1, 2024 and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

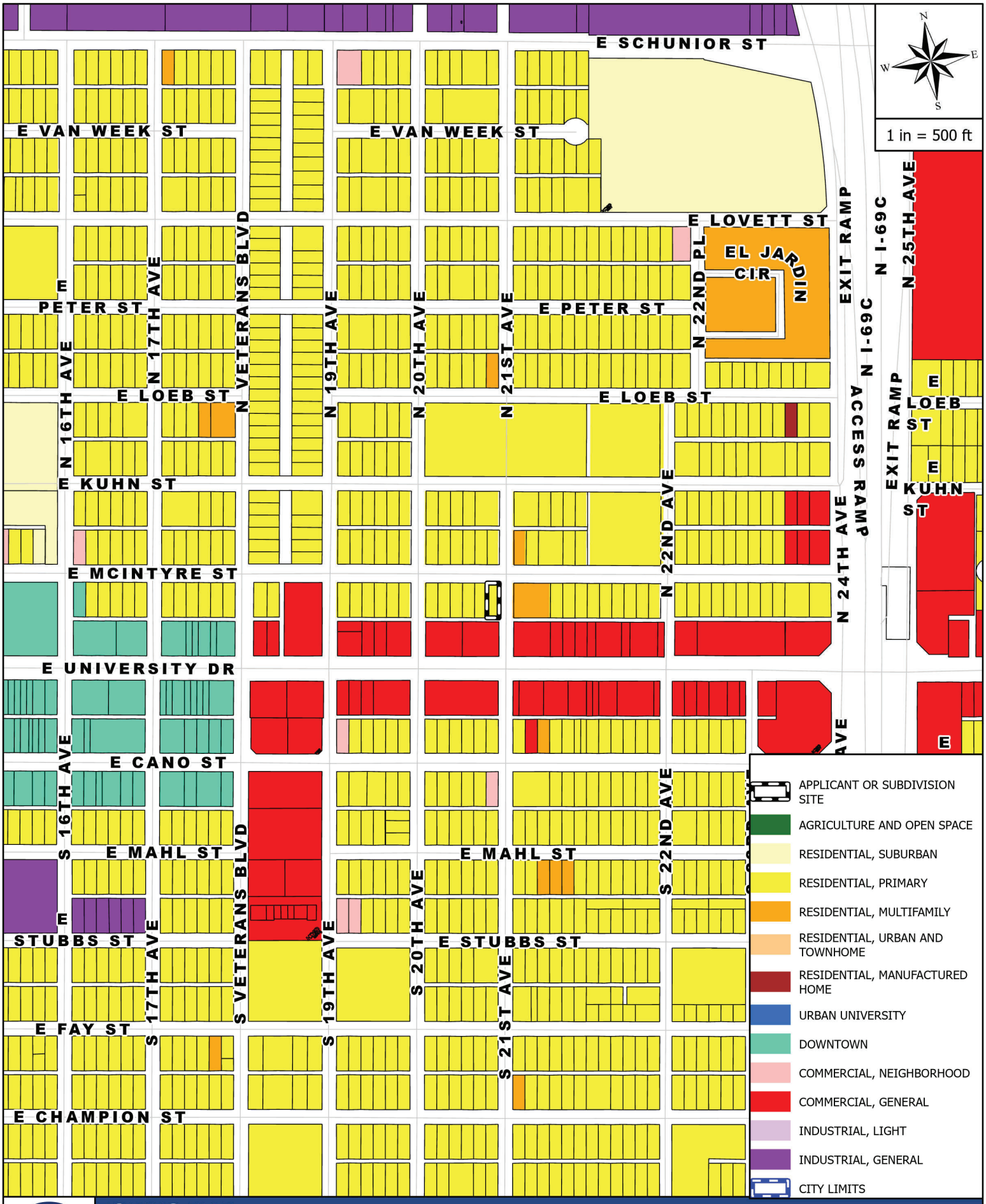
RZNE-2024-0185 BENITO ESTIMBO



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0185 BENITO ESTIMBO



ZONING MAP

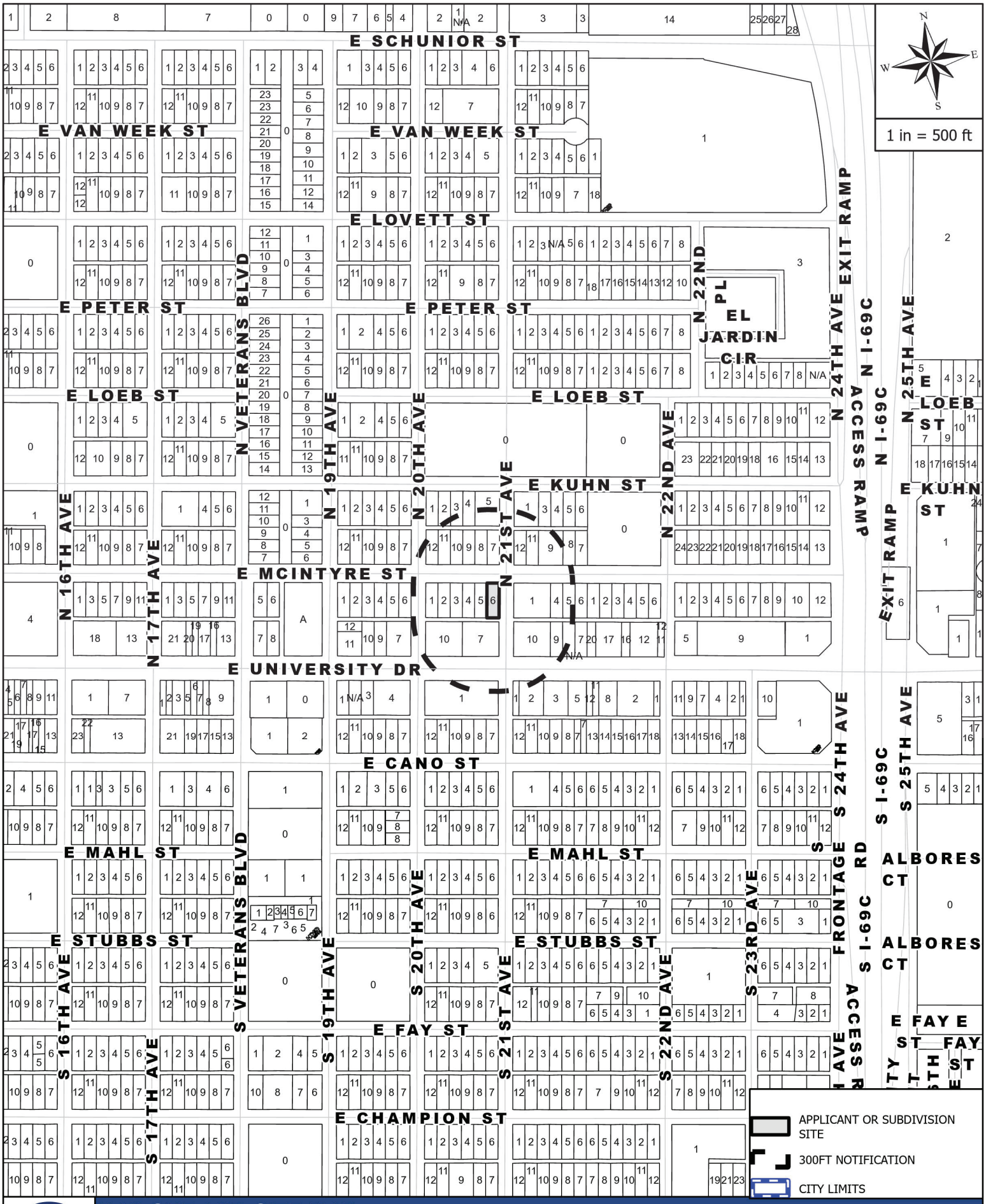
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0185 BENITO ESTIMBO

FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0185 BENITO ESTIMBO



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0185 BENITO ESTIMBO

Rezoning Request Site Photo

Benito Estimbo III

121 N 21st Avenue

1-3

Townsite Plat
of

Edinburg.

Hidalgo County,

Texas.

Scale 1" = 300'

Dedication of the Streets, Avenues, Alleys, etc., of Edinburg, Texas.

This dedication of the streets, avenues, alleys and roadways, of this, the original townplat of the town of Edinburg, Hidalgo County, Texas, is made with the express reservation in The Edinburg Townsite Company, of the right to occupy and use said streets, avenues, alleys and roadways, and the space beneath them, for the purpose of erecting, constructing and operating plants, pipe lines, poles and wires, or ways for the transportation and sale of water, heat, light and power, and for telephone and telegraph lines, and for the purpose of operating lines of trains for the carriage of freight and passengers, and for the construction and operation of sewers, and drains within the said town of Edinburg, and to construct and maintain pipes, canal and ditches, and for the construction and drainage purposes, on, along and beneath the streets, avenues and roadways abutting thereon; all of their appurtenances for irrigation and drainage purposes, on, along and beneath the streets, avenues, alleys and roadways aforesaid are and shall be the property of, and shall be used said rights, privileges and franchises in the streets, avenues, alleys and roadways aforesaid are and shall be the property of, and shall be used and exercised by the said The Edinburg Townsite Company, or by any person or persons, corporation or corporations, to whom such rights, privileges and franchises maybe, respectively, assigned by The Edinburg Townsite Company.

WITNESS the name of said corporation, signed by its President, and its corporate seal hereto affixed, attested by its Secretary, this 18th day of February, A.D. 1913.

The Edinburg Townsite Company.
By <John Closner> President.

Attest: <J.R. Alamia> Secretary.

Seal

The State of Texas,
County of Hidalgo.

Before me, the undersigned authority, on this day personally appeared John Closner and J.R. Alamia to me and known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that The Edinburg Townsite Company by them, the said John Closner, as President, and the said J.R. Alamia, as Secretary, signed, sealed with its corporate seal and delivered the foregoing for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 18th day of February, A.D. 1913.

<W. H. Ibbetson.>
Notary Public in and for Hidalgo County, Texas.

Seal

The State of Texas,
County of Hidalgo.

I, Fred Warren, Civil Engineer and Surveyor, do hereby testify that the townsite map of the town of Edinburg platted by The Edinburg Townsite Company of the County of Hidalgo, State of Texas, is a full, true and complete map of the said town, as surveyed by me for the said The Edinburg Townsite Company, and of the blocks, lots, streets, alleys and reservations, as actually surveyed and platted.

Witness my hand, this, the 18th day of February, A.D. 1913.

<Fred Warren>
Civil Engineer and Surveyor.

Subscribed and sworn to before me, this, the 18th day of February, A.D. 1913.

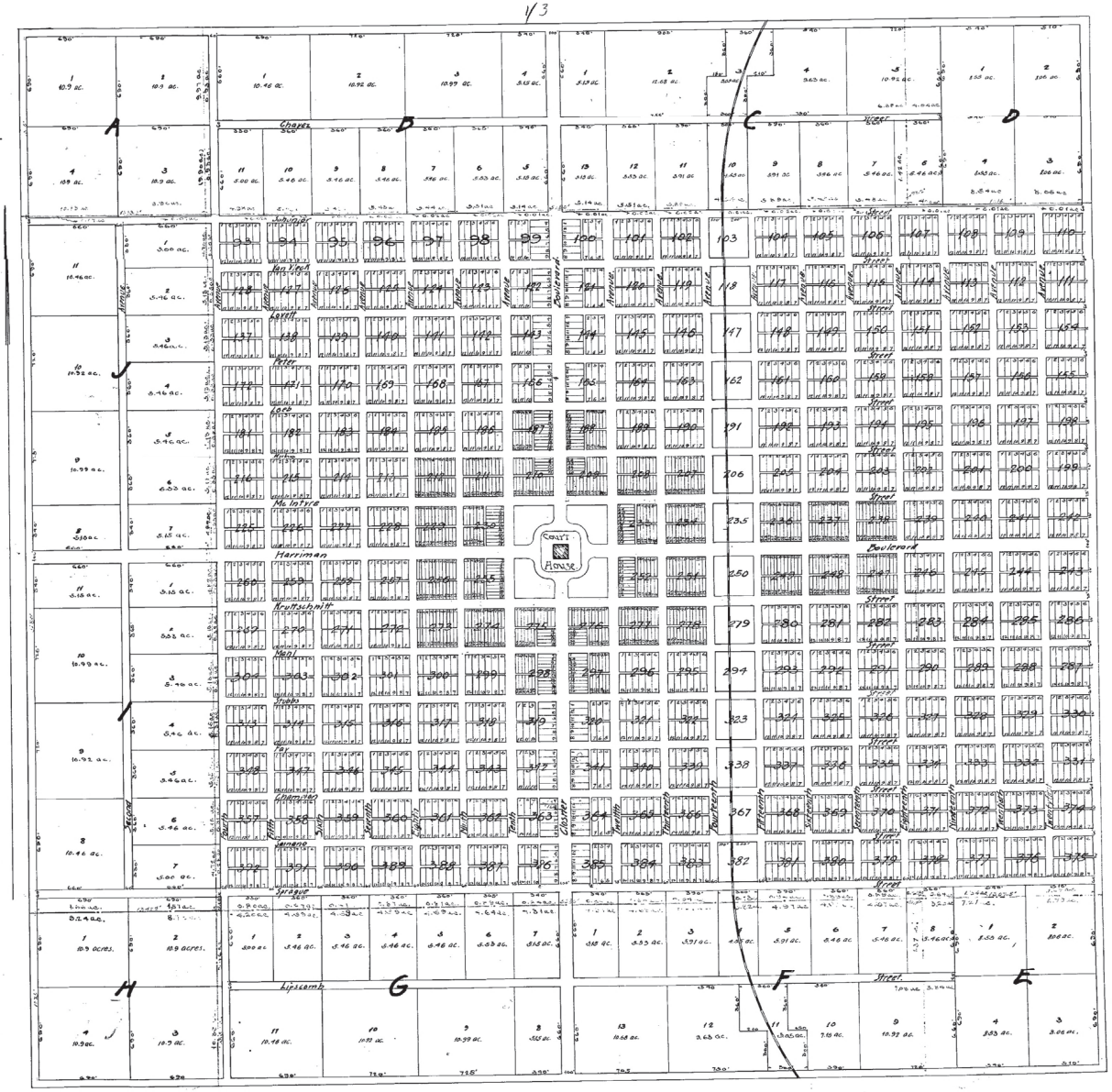
<W. H. Ibbetson>
Notary Public in and for Hidalgo County Texas.

Seal

Filed for record this 1st day of April, A.D. 1913 at 8th o'clock A.M.

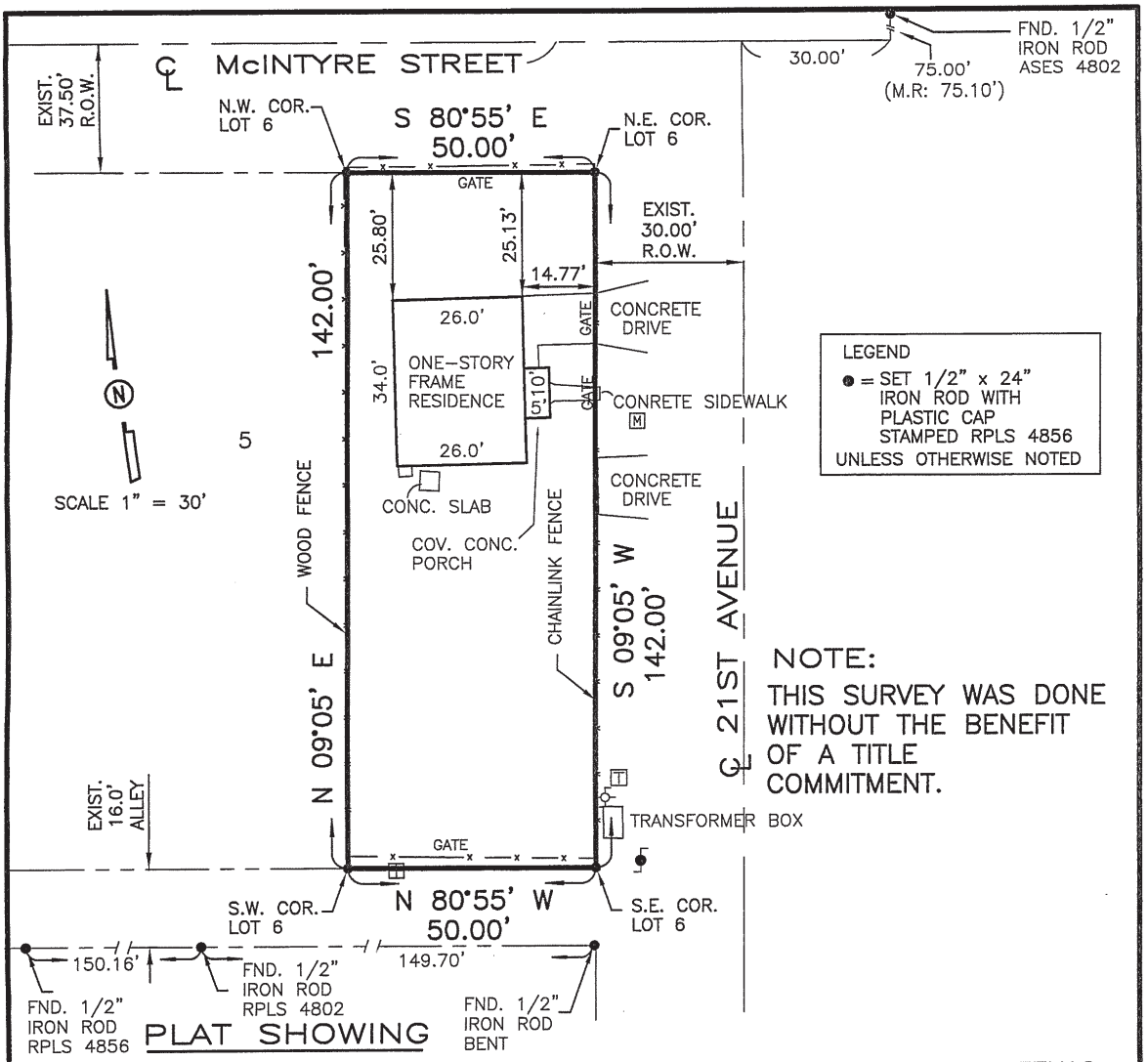
<A.E. Chavez>
Clerk County Court, Hidalgo Co., Texas.

1/3



(Note: Scale of above map as recorded is 1"=400')

5-1



PLAT SHOWING

LOT 6, BLOCK 241, ORIGINAL TOWNSITE, EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CASH WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 348888, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
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 0015 E
MAP REVISED: MAY 14, 2001 L.O.M.R.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH BURCH SUBDIVISION RECORDED IN VOLUME 14, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS, EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

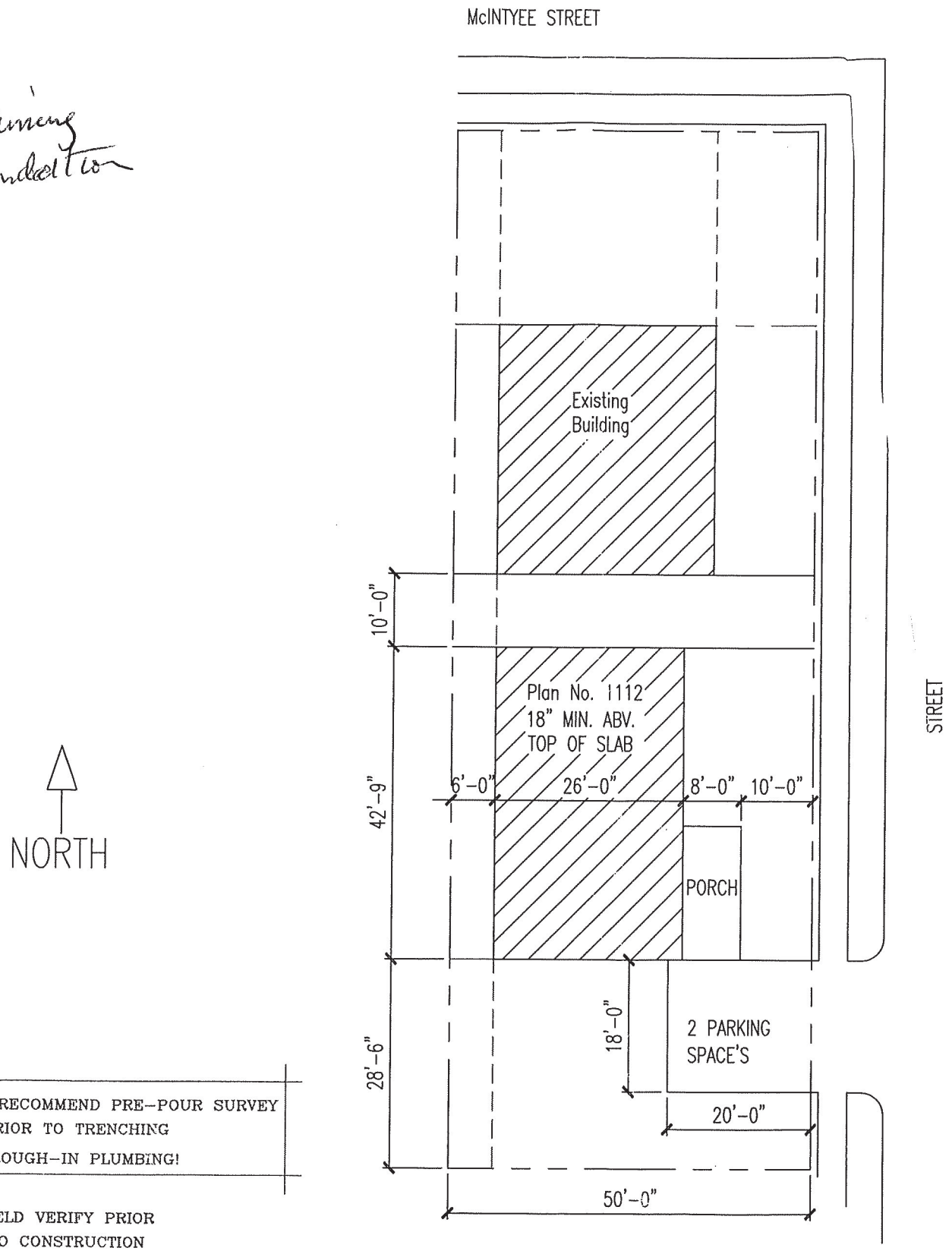
STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 1 PAGE 23
SURVEYED JULY 20, 2021
ADDRESS 121 NORTH 21ST AVE.
EDINBURG, TEXAS 78539
OWNER BENITO ESTIMBO, III
JOB No.
BOOK No. PAGE
F:\DATA\SURVEY\SUR17\EDINBURG

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

Framing
Foundation

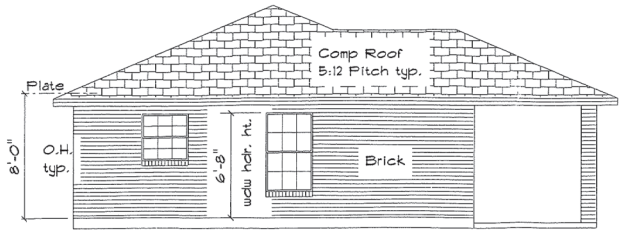


HIGHLY RECOMMEND PRE-POUR SURVEY
PRIOR TO TRENCHING
& ROUGH-IN PLUMBING!

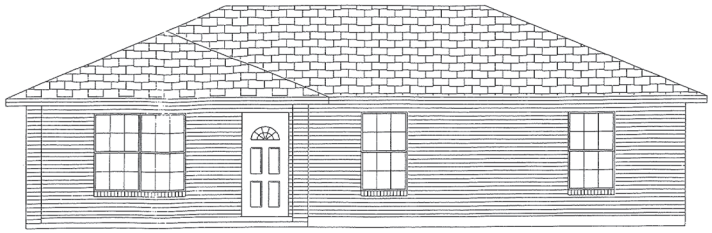
FIELD VERIFY PRIOR
TO CONSTRUCTION

C-1

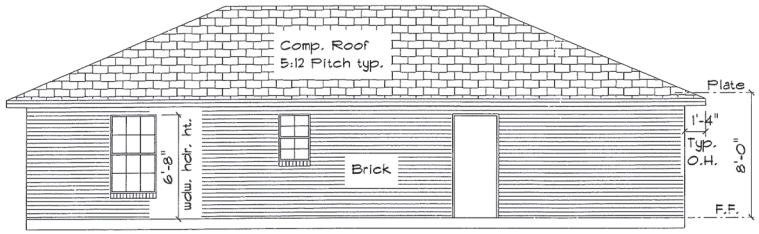
LEGAL DESCRIPTION	HIDALGO COUNTY	LOT 6	VALLEY PLANS, INC. 950 WEST NOLANA SUITE A PHARR, TEXAS 78577 (956) 783-3511
ORIGINAL TOWN SITE	EDINBURG, TEXAS	BLK 241	
MR. LOPEZ	SCALE: 1" = 20'-0"	NOV. 4, 2003	



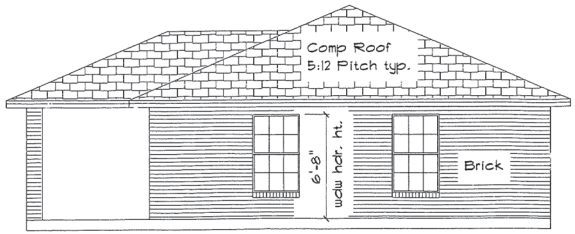
Left Elevation sc: 1/8"=1'-0"



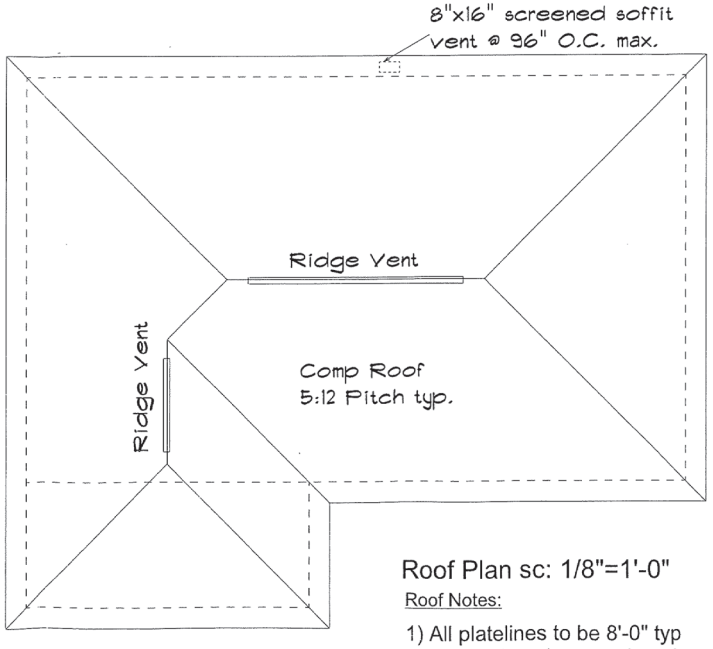
Front Elevation sc: 1/8"=1'-0"



Rear Elevation sc: 1/8"=1'-0"



Right Elevation sc: 1/8"=1'-0"



Roof Plan sc: 1/8"=1'-0"

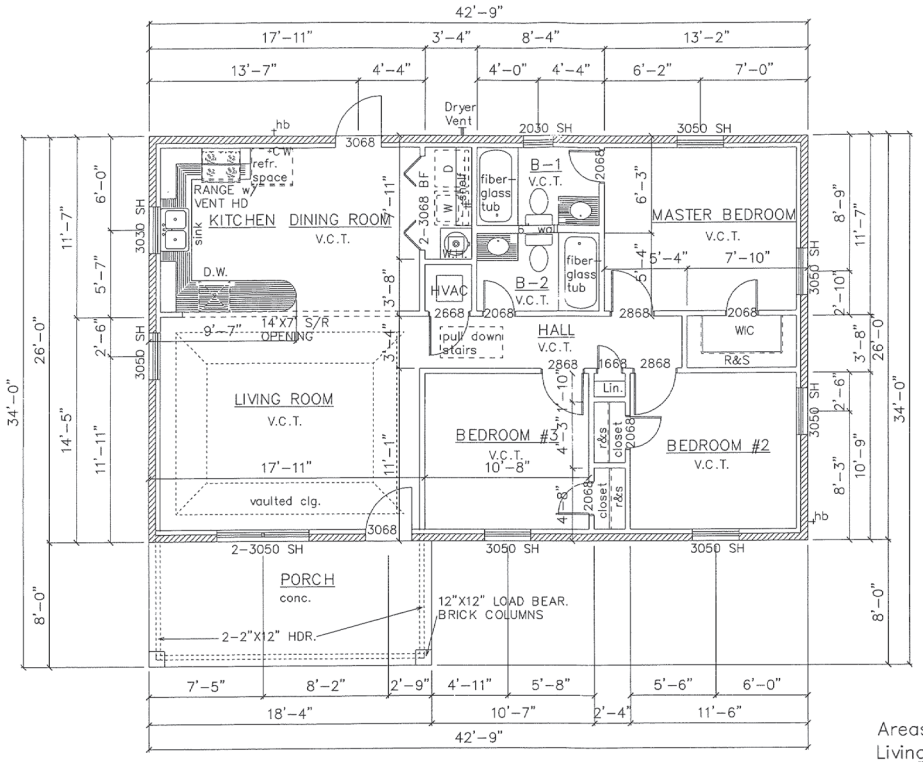
Roof Notes:

1) All platelines to be 8'-0" typ unless otherwise noted or shown.
2) 16" O.H. typ.

A–1

Plan No.1112

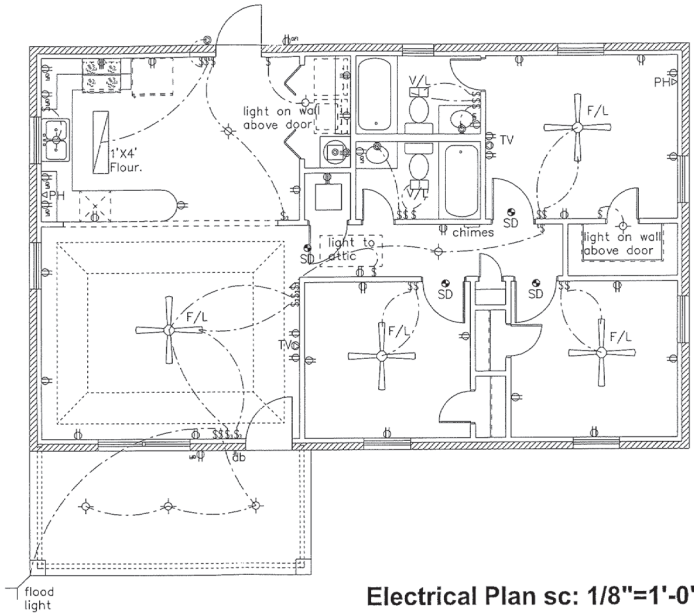
Valley Plans, Inc.
950 West Nolana suite A
Pharr, Texas 78577
956–783–3511 11/4/03



Floor Plan sc: 1/8"=1'-0"

Areas: Sq. Ft.
Living-1,112
Porch-147
Grand total- 1,259

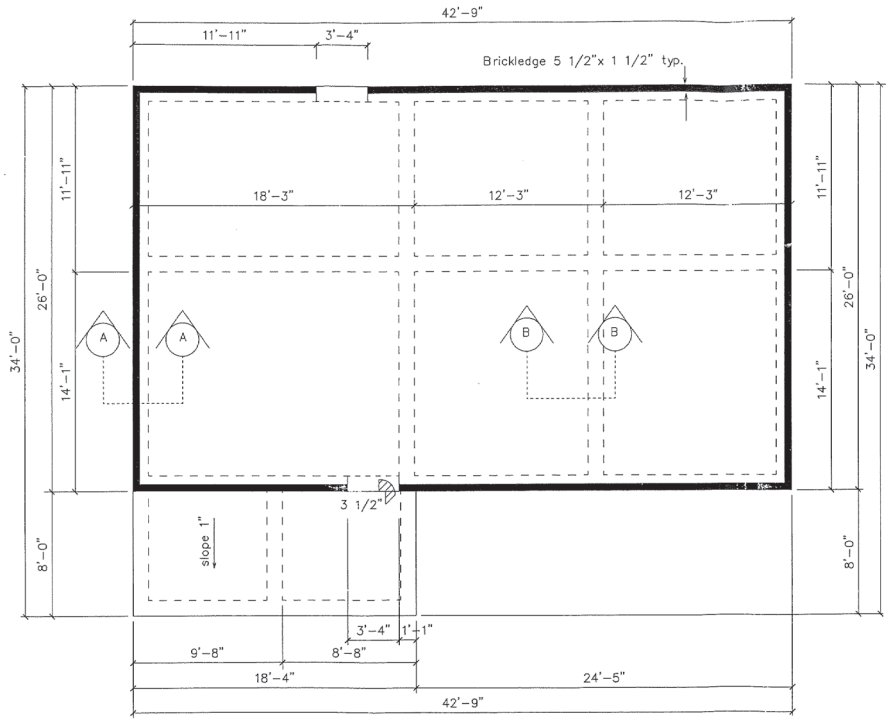
Floor Notes:
1) A/C in closet.
2) All construction to be per RIBC 2000 & Local code.
3) All mech. & elec. to be per local code.
4) Mech. contractor to locate R/A & T-stat.
5) All clg. ht's are 8'-0" ht. typ. unless otherwise noted or shown.
6) All bedroom window's to meet the Life Saftey Code.
7) Bedroom window's 44" A.F.F. Max.



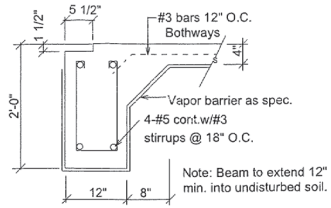
Electrical Plan sc: 1/8"=1'-0"

Elect. Notes:
1) A/C in closet.
2) All Mech. & Elect. to be per local code.
3) Use GFI plug's per electrical code.

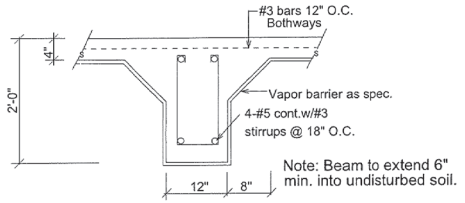
A-2
Plan No. 1112
Valley Plans, Inc.
950 West Nolana suite A
Pharr, Texas 78577
956-783-3511 11/4/03



Foundation Plan sc: 1/8"=1'-0"



Sect. A-A
No scale



Sect. B-B
No scale

Design Standards:
1)Foundation design in accordance with the following:
A) Building code requirements for reinforced concrete, 318 American Building Institute.
2) Soils information furnishedby: none assumed differential swell, ym=1.0" & assumed max. PI=20%.

Materials:
1) Concrete shall have a minimum compression strength of 3,000 PSI @ 28 days. Calcium chloride or admixtures containing calcium chloride shall not be used as additives. Additional provisions for concrete shall conform to applicable requirements of ACI 302 " Recommended Practice for floor and slab construction".
2) Reinforcing bars shall conform to ASTM A-615 grade 60.
Welded Wire fabric shall conform to ASTM-185.

Construction
1) Site grading shall be performed in such a manner that surface or ground water will not collect under or adjacent to slab.
2) All fill under slabs shall be clayey sand having a PI of between 10& to 20% & placed in 8" max. layers & compacted to 95% standard proctor density.
3) All slabs shall have a 4" minimum cushion of granular select fill (clayey sand) having PI between 10% to 20%.
4) Forming, concrete placement, & curing shall conform to the requirements of ACI 302.
5) Native soil & fill under foundation shall have moisture content of -2 to + 3 of optium moisture content as determined by a reputable soils laboratory.

S–1

Plan No.1112
Valley Plans, Inc.
950 West Nolana suite A
Pharr, Texas 78577
956–783–3511 11/4/03

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0185

Date: 1/10/2024

1. Property Owner (required): Benito Estimbo III 2. Phone: (956)239-1565
3. Mailing Address: 4925 E. Mile 17 Rd.
4. City: Edinburg State: Texas Zip: 78542
5. Owner's Email: b.estimbo@~~outlook.com~~ outlook.com 6. Cell No. (956)239-1565
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: 121 N. 21st Edinburg
13. Legal Description of Property: 14. Property ID(s): _____

Lot 6, Block 241, Original Townsite

15. Zone Change: From: single family residential To: multi-family residential
16. Existing Land Use: single homesite
17. Reason for Zone Change: proposing the addition of a new home construction

Benito Estimbo III (Please Print Name)

Benito Estimbo Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

RECEIVED JAN 10 2024 By

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

CASE# RZNE-2024-0185

Zone Change Application Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	1-10-24	
2.	Application Fee $400 **(FEE IS NON-REFUNDABLE)**	1-10-24	
3.	Survey*	1-10-24	
4.	Metes & Bounds Description*	1-10-24	
5.	Warranty Deed	1-10-24	
6.	Preliminary Site Plan/Sketch	1-10-24	
7.	Authorization Letter from Owner (If not owner)		
8.	Special Use Permit (if applicable)	N/A	

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

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

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: March 12th 2024

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: April 2nd 2024.

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 164946
CANALES ELIDA RAMIREZ LOPEZ
2702 ENCINO COURT
EDINBURG, TX 78539-6127

PID: 164738
CASTILLO ARNOLDO
& DINA S
2621 W SPRAGUE ST
EDINBURG, TX 78539-7465

PID: 164739
SAN MARTIN RICARDO
& VERONICA C
1012 E KUHN ST
EDINBURG, TX 78541-3748

PID: 164740
FIGUEROA JONATHAN M
& MAYELI V MARTINEZ
1014 E KUHN ST
EDINBURG, TX 78541-3748

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

PID: 164945
TRUJILLO NORA PEREZ
2607 PRIMROSE AVE APT 1
EDINBURG, TX 78541-4892

PID: 164745
RAMIREZ ISABEL JR
1007 E MCINTYRE ST
EDINBURG, TX 78541-3767

PID: 516896
S & P FOOD AND BEVERAGE LLC
622 BARTON DR
EDINBURG, TX 78541-1301

PID: 164942
GUTIERREZ & CO INC
PO BOX 4243
EDINBURG, TX 78540-4243

PID: 164925
SALAZAR DANIEL & ELIZABETH ROMO
1000 E MCINTYRE AVE
EDINBURG, TX 78541

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

PID: 164735
RECIO MARIA LYDIA
1107 E MCINTYRE
EDINBURG, TX 78541-3769

PID: 164742
BARRERAS BRANDY
& LUIS ANGEL ACEVEDO
1023 E MCINTYRE ST
EDINBURG, TX 78541-5941

PID: 164744
NIETO KEREN EDIELY
1013 E MCINTYRE ST
EDINBURG, TX 78541-3767

PID: 164931
EL NORTE HOLDINGS LLC
PO BOX 50
LINN, TX 78563-0050

PID: 164935
ATL REAL ESTATE LLC
1242 MORTON TRACE SE UNIT 18
ATLANTA, GA 30316-3236

PID: 164930
ESTIMBO BENITO III III
4925 E CHAPIN ST
EDINBURG, TX 78542-7409

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 164929
GARZA JESUS G & IRENE
1018 E MCINTYRE ST
EDINBURG, TX 78541-3768

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

PID: 164941
K & M APPLIANCES LLC
PO BOX 3757
EDINBURG, TX 78540-3757

PID: 164926
CHAVEZ MIGUEL ANGEL
2223 BETTY BLVD
EDINBURG, TX 78542-5127

PID: 164927
MARTINEZ BENITO
& MARTA BAZAN
1008 E MCINTYRE ST
EDINBURG, TX 78541-3768

PID: 164928
GARCIA GUADALUPE GARZA
1012 E MCINTYRE ST
EDINBURG, TX 78541-3768

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

PID: 164746
ESPINOZA ANDREA REYES
6306 E TRENTON RD
EDINBURG, TX 78542-4425

PID: 164747
REYES RAUL
1001 E MCINTYRE ST
EDINBURG, TX 78541-3767

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

PID: 164734
RODRIGUEZ ALVARO
& FIDEL OMAR
2821 GARZA DR
EDINBURG, TX 78539-6658

PID: 164736
CERVANTES FABIOLA M
& MAURICIO JR
716 E KUHN ST
EDINBURG, TX 78541-3614

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

PID: 164958
GRH INVESTMENTS LLC
621 E CANO ST
EDINBURG, TX 78539

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING LOT 6, BLOCK 241, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 121 NORTH 21ST 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 Lot 6, Block 241, Edinburg Original Townsite, Located at 121 North 21st 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 March 12, 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 denied 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 April 2, 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 2nd 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: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.C.
Ordinance: Rezoning Request - Sheriff Muse-Ariyoh, on behalf of Yolanda and Jaime Molina Ramirez

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban and Townhome (RU) District, Being a 0.80 Gross Acre Tract of Land, More or Less, Out of the North 10.00 Acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf of Yolanda and Jaime Molina Ramirez. **(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 east side of South Jackson Road, approximately 950 ft. north of West Freddy Gonzalez Drive. The lot currently has no frontage, however if the rezoning is approved it will be part of a larger development for townhouses. The current tract of land is approximately 60 feet by 130 feet. The requested zoning designation is a higher density single-family residential district. The applicant is proposing a townhome development at this location. This property is part of an additional 3 acres that were recently approved for the same zoning designation on December 5, 2023.

The property is currently zoned Residential, Primary (RP) District. Adjacent zoning is Residential, Primary (RP) District to the north and west and Residential, Urban & Townhome (RU) District to the east and south. The property is currently vacant. Adjacent land uses are all single-family residential, a drainage ditch and vacant land. The future land use designation is for Auto-Urban uses at this location.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, March 1, 2024, and received 2 letters against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 13, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of this Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District based on the adjacent zoning and residential densities in this 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: **Prepared by:**

Jesus Saenz, Assistant City Manager

Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachment
B. Ordinance- Sheriff Muse-Ariyoh, on behalf of Yolanda and Jaime Molina Ramirez

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2024
CITY COUNCIL – 04/02/2024
DATE PREPARED – 03/05/2024

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Yolanda & Jaime Molina Ramirez

AGENT: Sheriff Muse-Ariyoh

LEGAL: Being a 0.80 gross acre tract of land, more or less, out of the north 10.00 acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision

LOCATION: 1210 South Jackson Road

LOT/TRACT SIZE: 0.80 of an acre

CURRENT USE: Vacant

PROPOSED USE: Single-family Townhomes

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Residential, Urban & Townhome (RU) District
East – Residential, Urban & Townhome (RU) 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
YOLANDA & JAIME MOLINA RAMIREZ

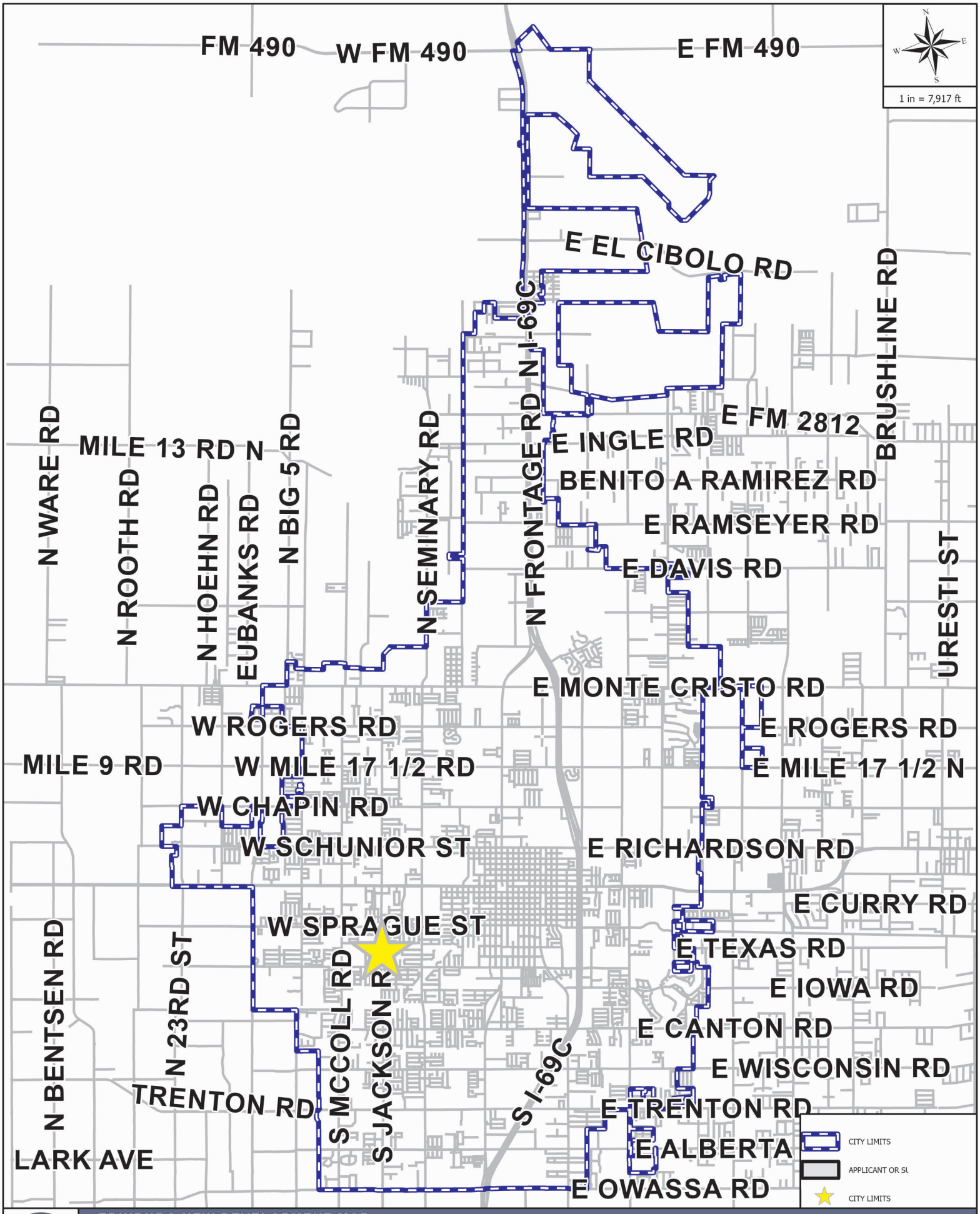
EVALUATION

The following is staff's evaluation of the request:

1. All adjacent land uses are single-family residential with what appears to be vacant land to the east.
2. The proposed residential densities are much higher than existing residential uses in this area.
3. The proposed zoning district is meant to meet the community's need for more compact developments, walkable areas, and affordable housing.

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

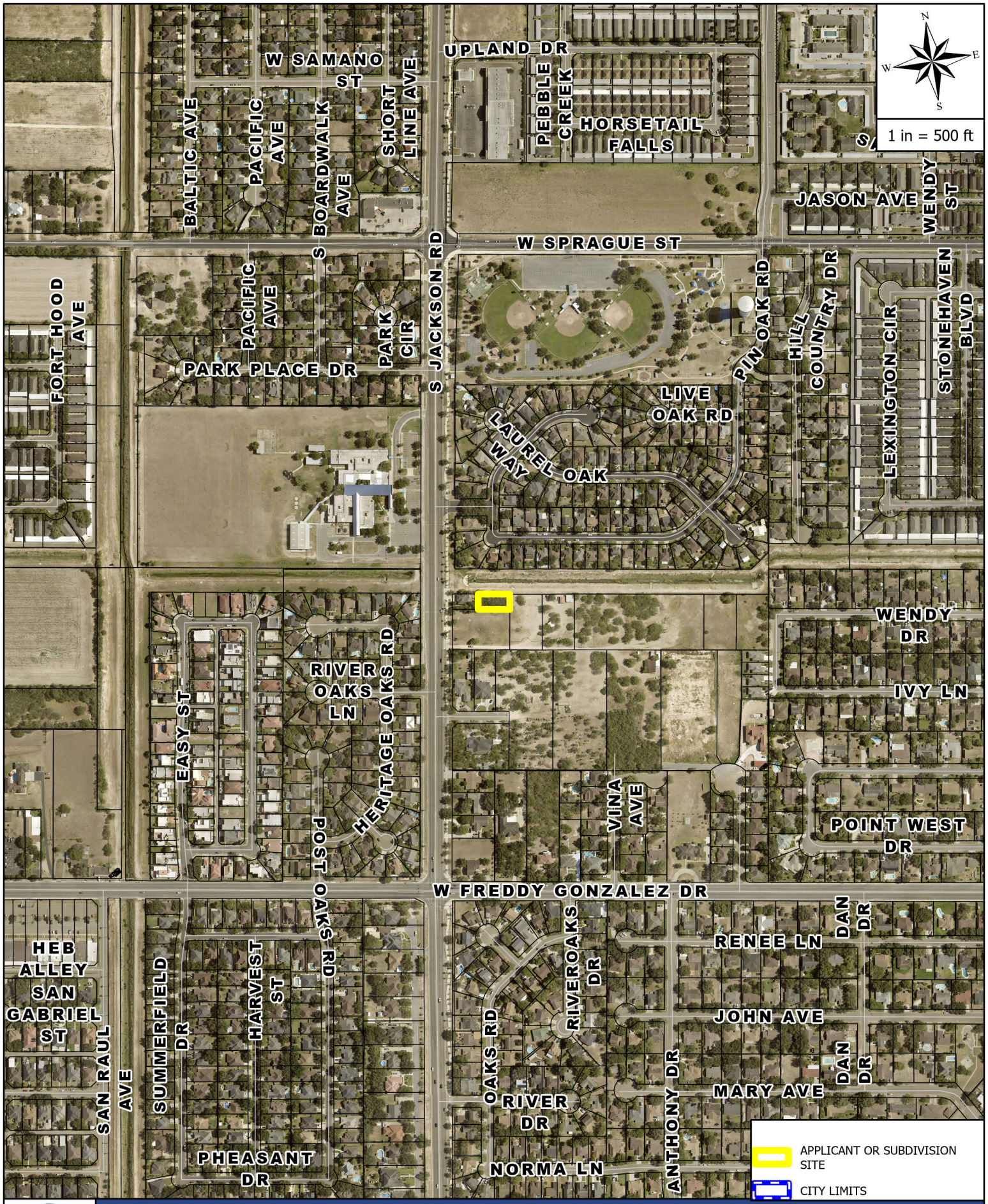
Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, March 1, 2024, and received 2 letters against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

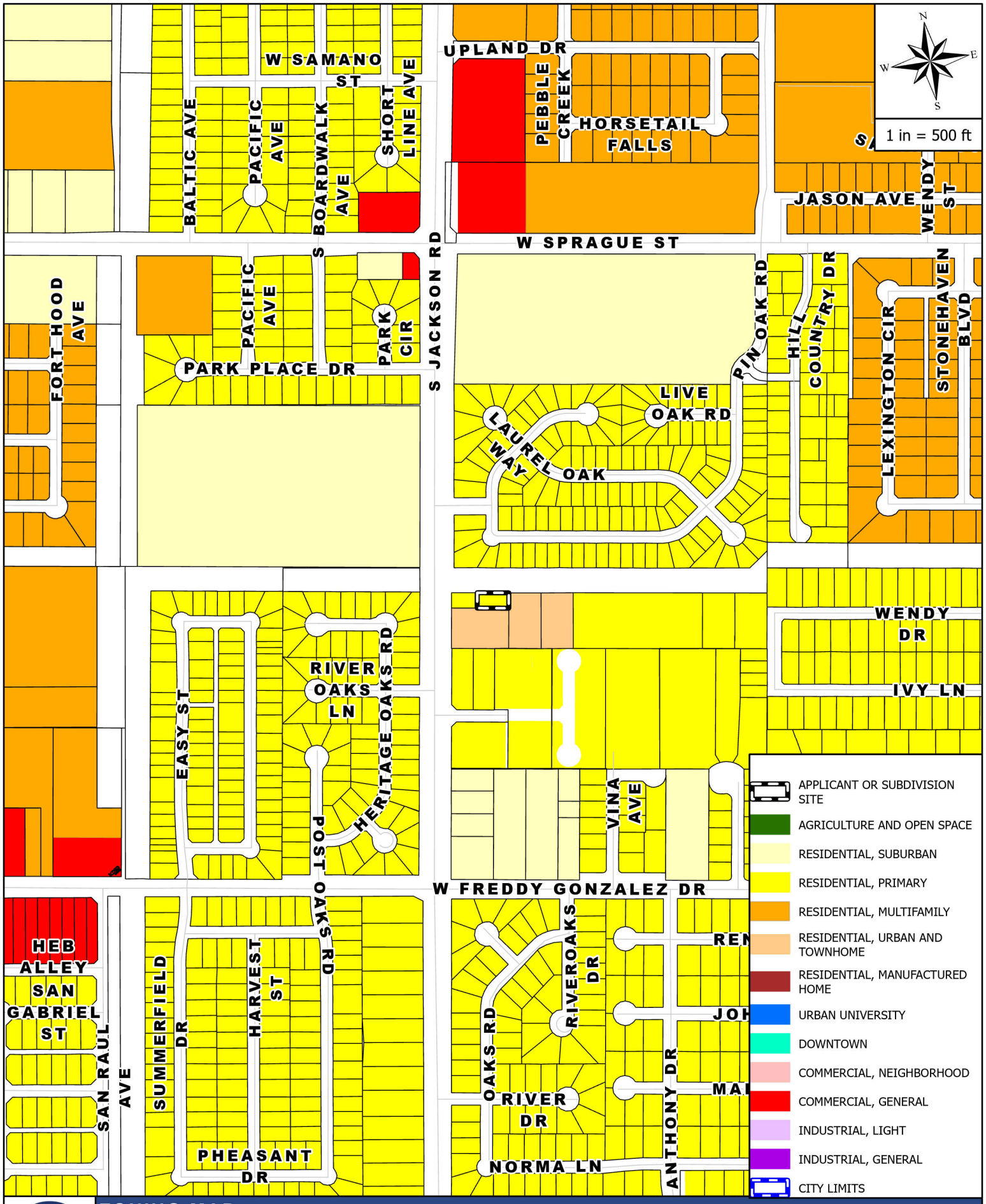
RZNE-2023-0176 GILBERTO LUNA



AERIAL MAP — STR

APPLICANT AND/OR SUBDIVISION:

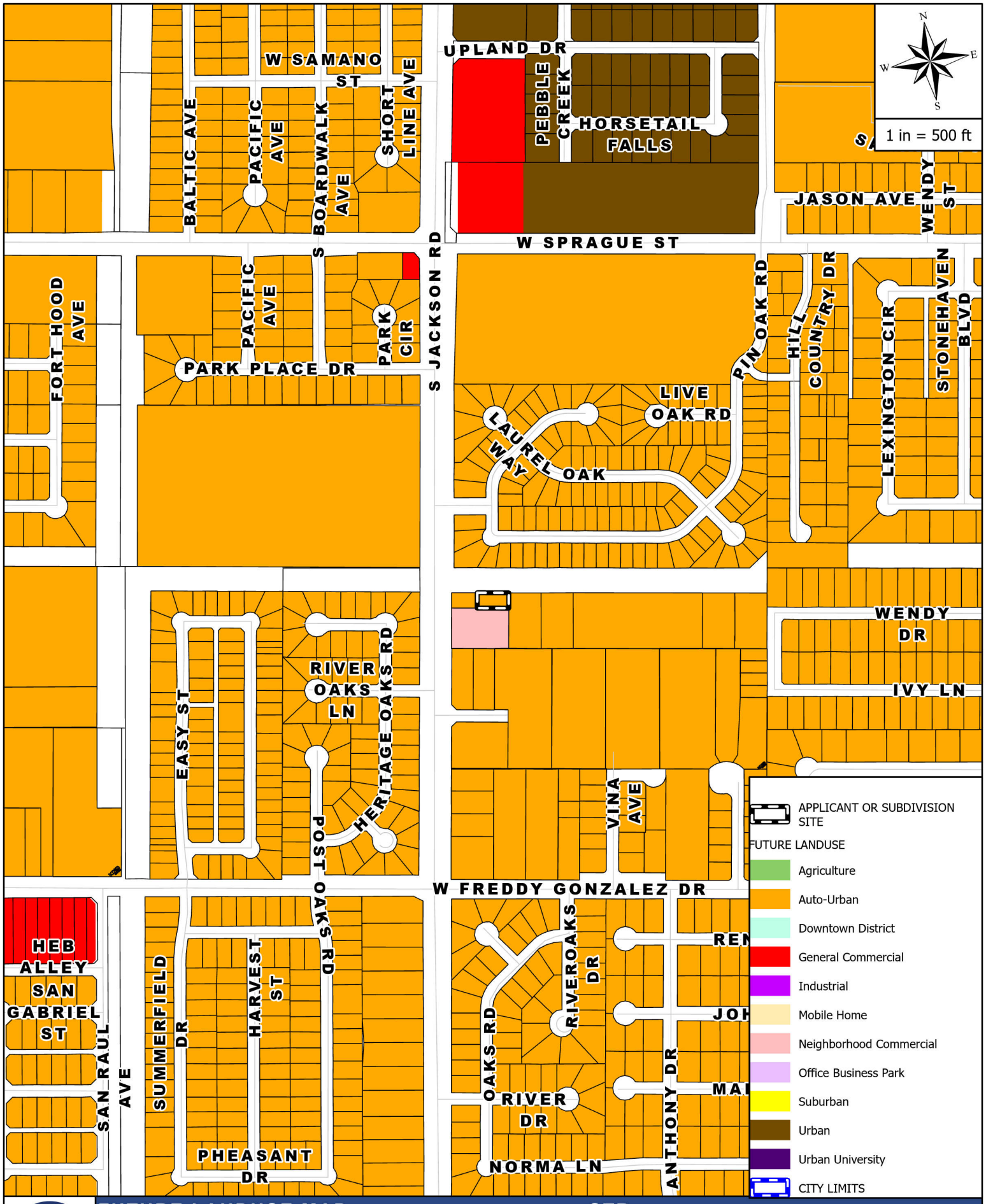
RZNE-2023-0176 GILBERTO LUNA



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0176 GILBERTO LUNA

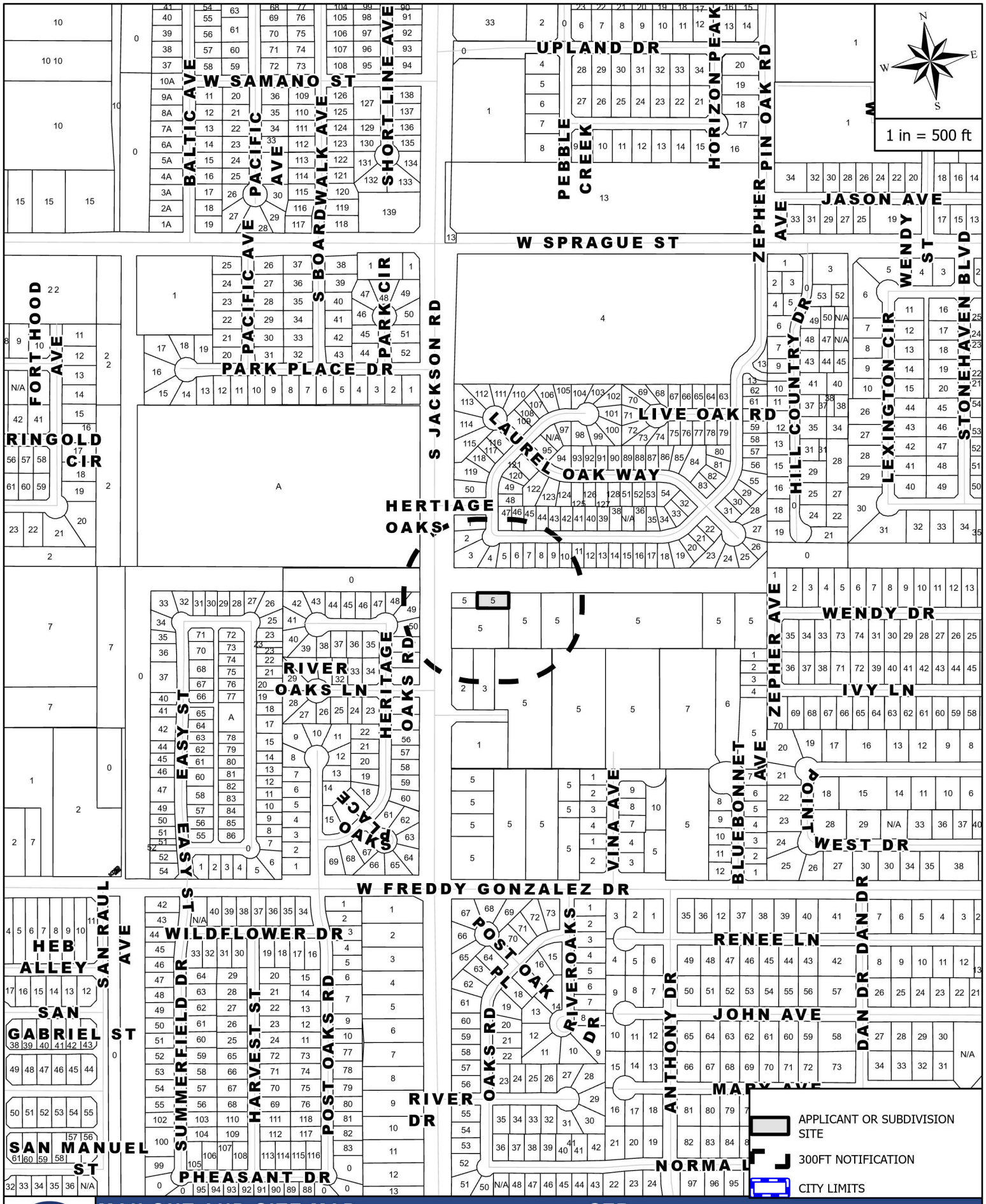


THE CITY OF EDINBURG TEXAS

FUTURE LANDUSE MAP —— STR

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0176 GILBERTO LUNA



MAILOUT AND SITE MAP —— **STR**

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0176 GILBERTO LUNA

Rezoning Request Site Photo

SHERIFF MUSE-ARIYOH

1210 SOUTH JACKSON ROAD

TOPOGRAPHY AND LOT LAYOUT

SCALE: 1" = 60'

FIRE HYDRANT
GUY WIRE
IRRIGATION CONTROL VALVE
LIGHT POLE
MAIL BOX
POWER POLE
SANITARY SEWER MANHOLE
SINGLE POLE TRAFFIC SIGN
STREET LIGHT POLE
TELEPHONE PEDESTAL (AT&T)
WATER BYPASS
WATER METER
WATER VALVE

LOT TABLE		
LOT NO.	SQ.FT.	ACRES
1	3,219.98	0.07
2-9	2,874.99	0.07
10	2,868.79	0.07
11	2,818.52	0.06
12	2,759.62	0.06
13	2,700.72	0.06
14	2,641.82	0.06
15	2,582.91	0.06
16	2,524.01	0.06
17&19	3,319.20	0.08
18	3,319.24	0.08
20-23	2,555.49	0.06
24	2,555.48	0.06
25	2,555.57	0.06
26	2,555.54	0.06
27	2,555.52	0.06
28-30	2,794.98	0.06

SHERIFF MUSE-ARIYOH
FEASIBILITY STUDY
ESTIMATED DEVELOPMENT COSTS
(COST OF LAND NOT INCLUDED)

JOB NUMBER: SP-23-26067
DATE: NOVEMBER 1, 2023

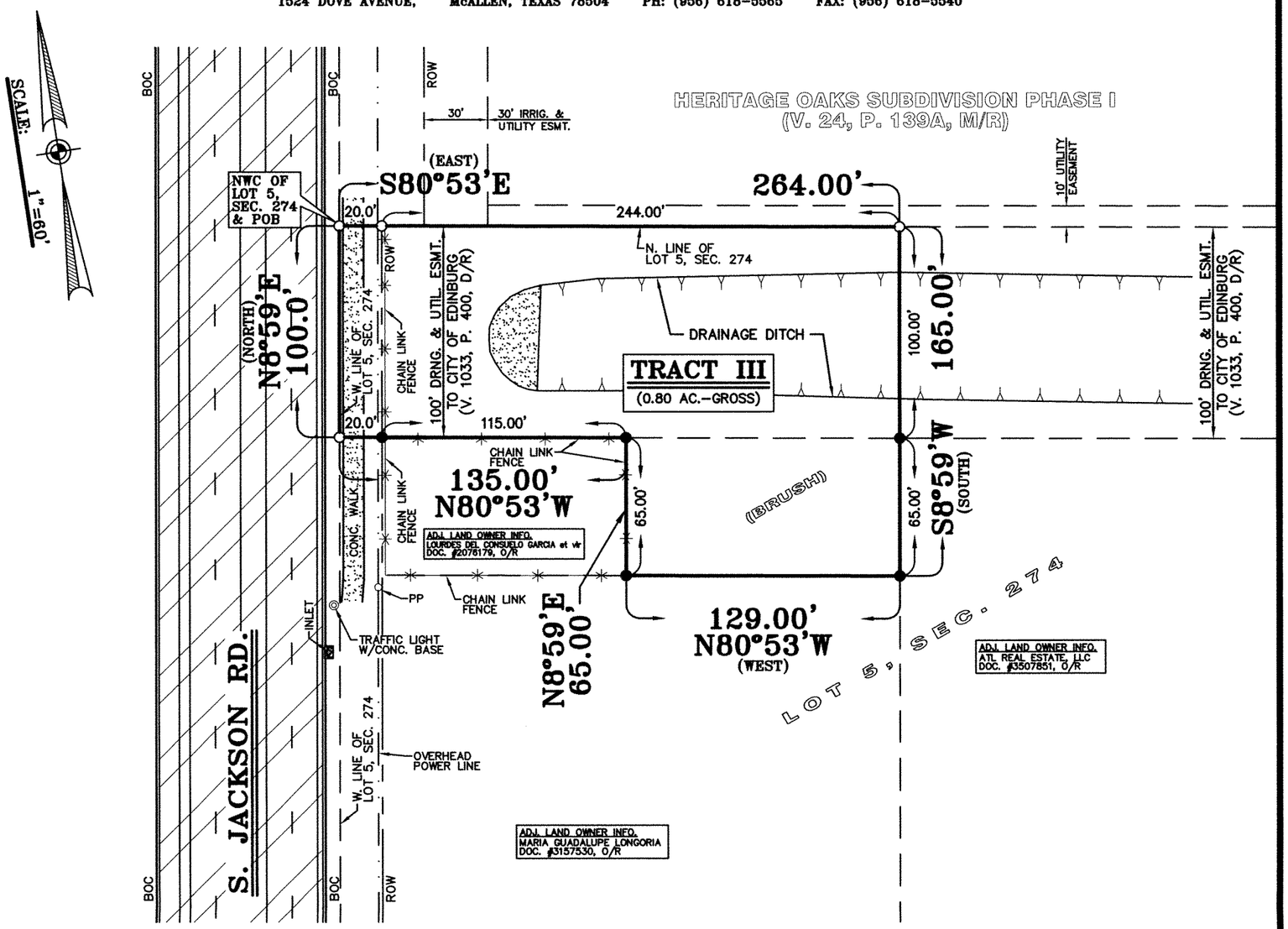
SEA
SALINAS ENGINEERING & ASSOCIATES
(F-6675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78

T.B.P.E. FIRM No.: F-5154

ART SALINAS
ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540

T.B.P.L.S. FIRM No.: 10004000



FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 100-year flood as per F.E.M.A. Flood Insurance Rate Map No. 480338-0030-E dated 06-06-00 and amended by FEMA LOMC Case No. 03-06-1004P on 12-16-03.

PLAT NOTES:

1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with Title Policy G.F. # 952351 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
4. This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
5. Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 1. (Blanket)
6. See "Building Setback Chart" for setback requirements.
7. Subject to any oil, gas and mineral lease of record.
8. Bearing Basis: "The W. line of Lot 5, Section 274, Texas-Mexican Railway Company's Survey"

Borrower(s): ATL Real Estate LLC by Sheriff Muse-Artyah

ALTA/NSPS LAND TITLE SURVEY

PROPERTY ADDRESS: S. JACKSON RD., EDINBURG, TX., 78539

ZONING CLASSIFICATION: TRACT III: RESIDENTIAL PRIMARY

MAXIMUM BLDG. HEIGHT: 35 FEET (RESIDENTIAL USE)

LEGAL DESCRIPTION:

TRACT III: A 0.80 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE NORTH 10.00 ACRES OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

SURVEYOR CERTIFICATE

To: ATL REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY (INSURED); EDWARDS ABSTRACT & TITLE CO. (TITLE COMPANY) AND STEWART TITLE GUARANTY COMPANY (UNDERWRITER) & TO STRONGHILL TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY C/O HUNTER KELSEY OF TEXAS, LLC (LENDER)

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 9, 14, 16, 17, 18 and 20 of Table A thereof. The field work was completed on January 04, 2024

Signature Date: January 04, 2024

Survey Job No.: 24-66549

STATE OF TEXAS REGISTERED ARTURO A. SALINAS 4802 PROFESSIONAL SURVEYOR

Arturo A. Salinas, R.P.L.S. #4802
FIRM REGISTRATION NO. 10004000
EMAIL: ASALINAS@ARTSALINAS.COM

BUILDING SETBACK REQUIREMENTS
TRACT III
FRONT – 25 FEET
SIDE – 6 FEET
REAR – 20 FEET

LEGEND

- ● – DENOTES FOUND 1/2" ROD
- ◎ – DENOTES FOUND 2" CONC. MONUMENT
- ⊗ – DENOTES FOUND MAG NAIL
- ⊙ – DENOTES SET 1/2" ROD
- ○ – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- PP – DENOTES POWER POLE
- LP – DENOTES LIGHT POLE
- TEL – DENOTES TELEPHONE PED.
- WM – DENOTES WATER METER
- WV – DENOTES WATER VALVE
- SB – DENOTES SPRINKLER BOX
- POB – DENOTES POINT OF BEGINNING

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

Zone Change Application

ENERGOV CASE #

Date: **1/6/2024**

1. Property Owner (required): **Yolanda, Jaime Molina Ramirez** 2. Phone: _____

3. Mailing Address: **1403 Moonlight Ave**

4. City: **Alamo** State: **TX** Zip: **78516**

5. Owner's Email: _____ 6. Cell No. _____

7. Agent (not owner): **Sheriff Muse-A & Salinas Engin** 8. Agent's Phone: **2405054679**

9. Agent's Mailing Address: **1242 Morton Trce SE Unit 108**

10. City: **Atlanta** State: **Georgia** Zip: **30316**

11. Agent's Email: **smusearyoh@gmail.com**

12. Address/Location being Rezoned: **S Jackson Rd, Edinburg, TX 78539**

13. Legal Description of Property: 14. Property ID(s): **297191**

TEX-MEX SURVEY W 264'-N 165' EXC S 65'-W 135' LT 5 BK 274

15. Zone Change: From: **CG - Commercial, General** To: _____

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **Requesting a zone change to construct townhowmes**

Sheriff Muse-Ariyoh _____
(Please Print Name) Signature

Application Fee $400
RECEIPT NUMBER: _____ REVIEWED BY: _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: _____

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

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, February 13, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL URBAN & TOWNHOME (RU) DISTRICT, BEING A 0.80 GROSS ACRE TRACT OF LAND , MORE OR LESS, OUT OF THE NORTH 10.00 ACRES OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY. LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE ON BEHALF OF GILBERTO LUNA

This district is the highest intensity single-family residential district.

This request is scheduled to be heard by the **City Council on Tuesday, March 5, 2024, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, February 12, 2024
EMAIL: planning@cityofedinburg.com by Monday, February 12, 2024

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

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

Comments: _____

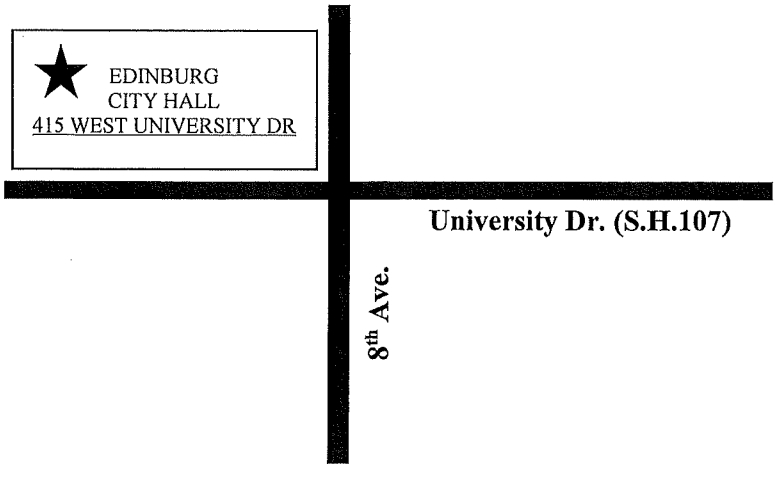
Print Name: Irma G Hinojosa Phone No. 956-493-8787

Address: 1218 Heritage Oaks City: Edinburg State: Tex Zip: 78539

NOTIFICACIÓN

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

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



RECEIVED
FEB 13 2024
By Pnz Mail

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, March 12, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING A 0.80 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE NORTH 10.00 ACRES OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, AS REQUESTED BY SHERIFF MUSE-ARIYOH, ON BEHALF OF YOLANDA AND JAIME MOLINA RAMIREZ

This district is the highest intensity single-family residential district.

This request is scheduled to be heard by the **City Council on Tuesday, April 2, 2024, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, March 11, 2024
EMAIL: planning@cityofedinburg.com by Monday, March 11, 2024

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

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

Comments: _____

_____

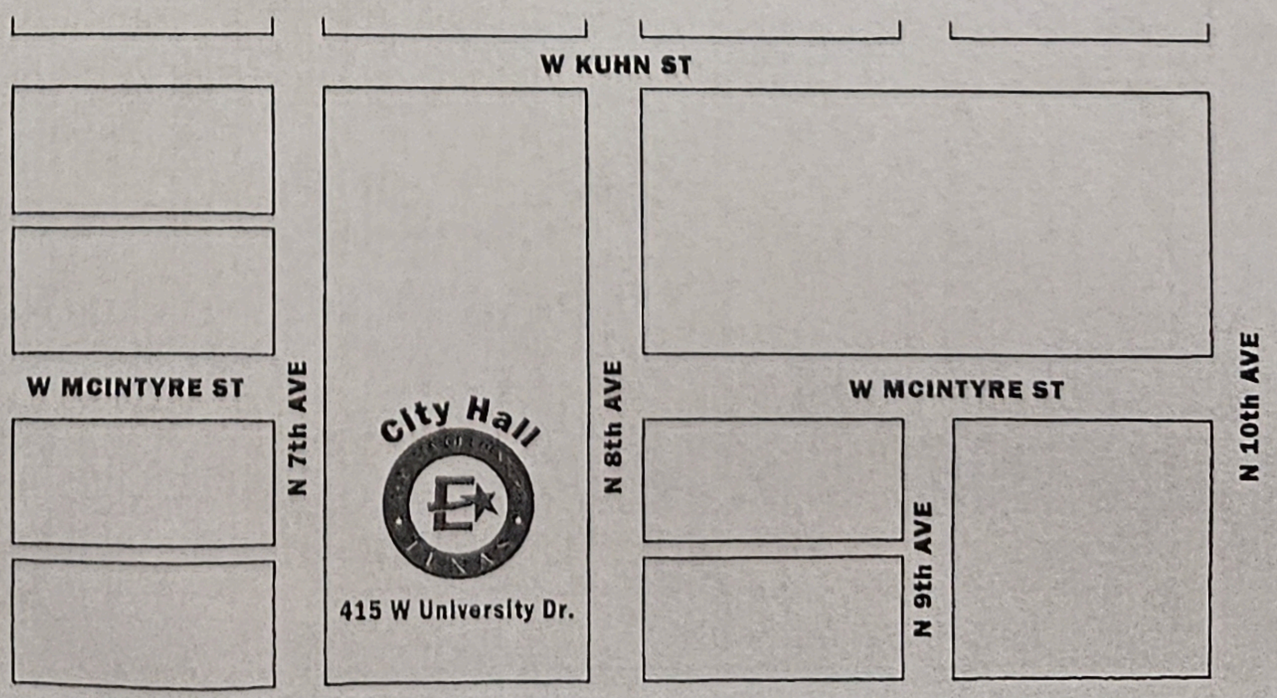
Print Name: Elex Garza Phone No. 956 888-1887

Address: 2110 Pin oak Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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

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



ZONING CASE
OWNER NOTIFICATION LIST

PID: 297172
PRB PROPERTIES LP
PO BOX 1710
EDINBURG, TX 78540-1710

PID: 1124419
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 262380
TERAN MARIA CAROLINA
1224 HERITAGE OAKS RD
EDINBURG, TX 78539-7324

PID: 262381
GARATE LISA MARIE
1304 HERITAGE OAKS RD
EDINBURG, TX 78539-7325

PID: 262377
RAMUSSEN GERALD A JR
& FRANCES S
1212 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 262378
HINOJOSA IRMA
1218 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 262379
TREVINO RICHARD
1220 HERITAGE OAKS RD
EDINBURG, TX 78539-7323

PID: 668422
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 668423
ESCOBAR EMILIO JR
& YADIRA A
513 NOGALES ST
MISSION, TX 78572-7873

PID: 188420
CLIFTON TINA
2020 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188419
PENA PATRICIA MINERVA
2024 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 188418
DE LOS SANTOS ROLANDO
& MARIBEL P
2102 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 297188
HERNANDEZ JOE J
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 297186
LONGORIA MARIA GUADALUPE
1614 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 297191
LUNA GILBERTO
1403 MOONLIGHT AVE
ALAMO, TX 78516-6884

PID: 297194
GARCIA LOURDES DEL CONSUELO
& LUIS E SUNER RIVAS
1204 S JACKSON RD
EDINBURG, TX 78539-7338

PID: 297189
HERNANDEZ TERESA P
PO BOX 2841
SAN JUAN, TX 78589-7841

PID: 188414
ESPERICUETA FERNANDO & CARMEN
2114 PIN OAK RD
EDINBURG, TX 78539-7335

ZONING CASE
OWNER NOTIFICATION LIST

PID: 188412
LOPEZ RITO & MARIA A
2122 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188411
CANTU MARLO A & ESMERALDA
2126 PIN OAKS RD
EDINBURG, TX 78539-7335

PID: 188416
ANAYA MICHAEL H
2106 PIN OAK RD
EDINBURG, TX 78539

PID: 188417
GONZALEZ - SALINAS ALONDRA
2104 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 535351
GARCIA RAMIRO
2157 CHACHALACA ST
EDINBURG, TX 78539-4604

PID: 188457
GONZALEZ LEE
2113 PIN OAK RD
EDINBURG, TX 78539

PID: 188415
GARZA ELEX ANDRES
2110 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188455
LOPEZ RAFAEL II
2105 PIN OAK RD
EDINBURG, TX 78539-7336

PID: 297184
TORRES OLGA PERALEZ
2302 YELLOW ROSE DR
EDINBURG, TX 78539-6432

PID: 188456
TREEPROPS LLC
1229 E GRIFFIN PARKWAY
MISSION, TX 78572

PID: 188413
PALACIOS CHRISTIAN J
& ARACELY
2118 PIN OAK RD
EDINBURG, TX 78539-7335

PID: 188454
TAMEZ JUAN & MARINA AGUILAR
2315 MAYA
LAREDO, TX 78041

PID: 188421
HINOJOSA ARMANDO
2016 PIN OAK RD
EDINBURG, TX 78539-7333

PID: 198785
EDINBURG CONS IND SCHOOL DS
PO BOX 990
EDINBURG, TX 78540

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING A 0.80 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE NORTH 10.00 ACRES OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, LOCATED AT 1210 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) 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 a 0.80 gross acre tract of land, more or less, out of the north 10.00 acres of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, located at 1210 South Jackson Road, 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 March 12, 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 April 2, 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 2nd day of April 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: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.D.
Ordinance: Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District, Being 10.505 Acres Out of Lot 12, Section 276, Texas-Mexican Railway Company Survey, Located at 3406 West University Drive, as Requested by Melden & Hunt, Inc. **(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 south side of West S.H. 107. approximately 606.91 feet east of South Mon Mack Road. The property has 377.96 feet of width and a depth of 1,317.65 feet for a total of 10.505 acres. A residential home and an accessory dwelling unit used as a garage is currently on the property. Future Land Use for this area is Suburban Uses. The property is currently zoned Residential, Suburban (RS) District.

The surrounding zoning is Residential, Suburban (RS) District to the east and a portion to the west, another portion to the west and south is Residential Primary (RP) District, and Commercial, General (CG) District and Residential, Manufactured Home (MH) District to the north. Adjacent land uses consist of Commercial uses, single family homes and vacant land. The proposed use is for a commercial plaza along Highway 107, and a cabinet shop located in the rear.

Staff mailed a notice of the public hearing to 51 neighboring property owners on Friday, March 1, 2023, and received one comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 16, 2024.

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

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District as recommended by the Planning & Zoning Commission based on the surrounding zoning uses along West S.H. 107. 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packets
B. Ordinance- Melden & Hunt Inc.

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2024
CITY COUNCIL – 04/02/2024
DATE PREPARED – 03/06/2024

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Ninfa C. & Rafael Garza

AGENT: Melden & Hunt, Inc.

LEGAL: Being 10.505 acres out of Lot 12, Section 276, Texas-Mexican Railway Company Survey

LOCATION: Located at 3406 West University Drive

LOT/TRACT SIZE: 10.505 acres

CURRENT USE: Existing residential home and garage

PROPOSED USE: Industrial, Light (IL) District

EXISTING ZONING: Residential Suburban (RS) District

ADJACENT ZONING:

North – Commercial, General (CG) District and Residential, Manufactured Home (MH) District
South – Residential, Primary (RP) District
East – Residential, Suburban (RS) District
West – Residential Suburban (RS) District and Residential Primary (RP) District

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Suburban (RS) District to Commercial, General (CG) District as recommended by the Planning & Zoning Commission based on the surrounding zoning uses.

REZONING REQUEST
MELDEN & HUNT, INC.

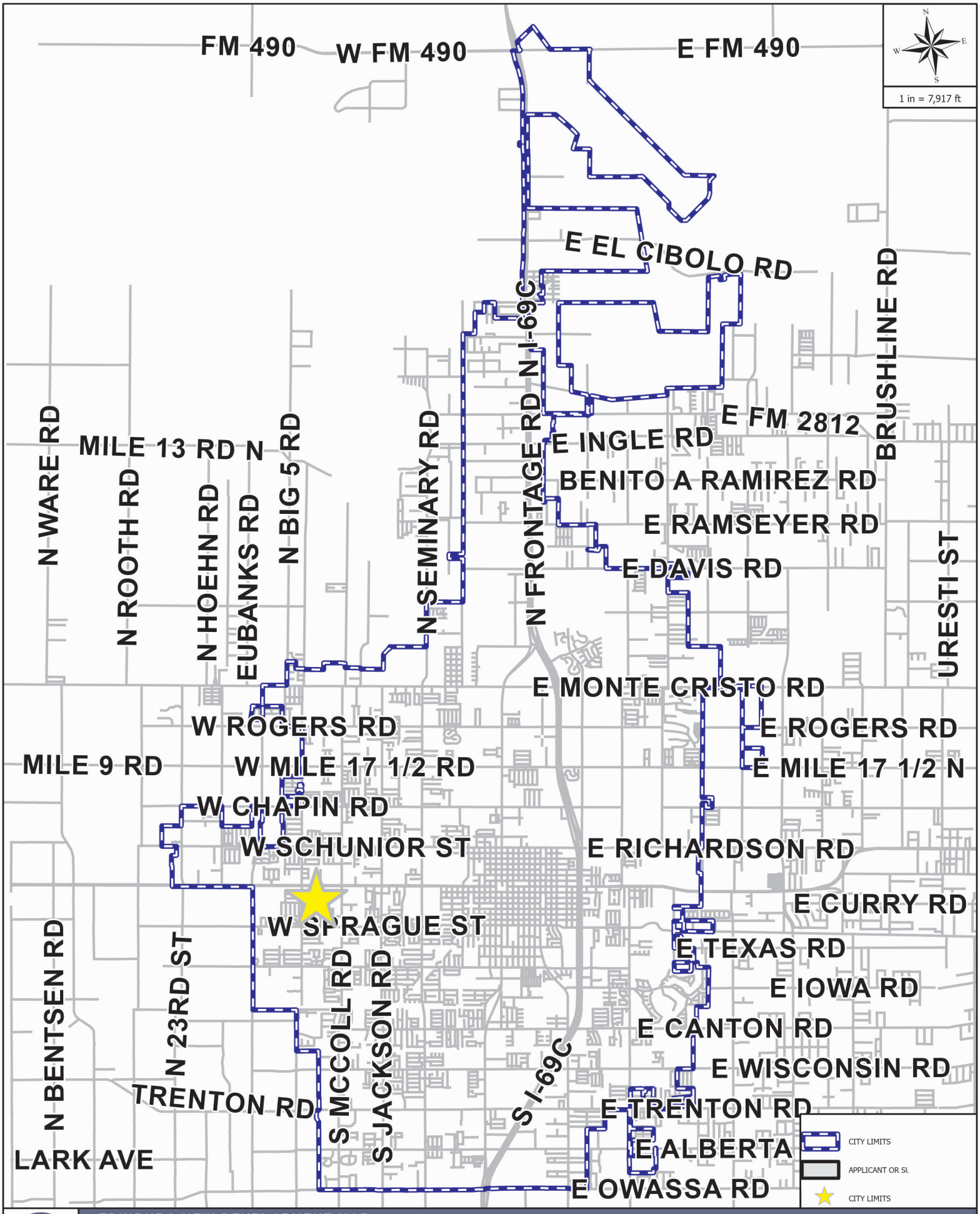
EVALUATION

The following is staff's evaluation of the request:

1. The proposed development would change the character of the surrounding areas.
2. The subject property is along West S.H. 107 which leads to more commercial uses.
3. Adjacent land uses consist of Commercial uses, single family homes and vacant land.
4. The proposed industrial use is inconsistent with adjacent land uses.
5. Adjacent property owners and the character of this area should be considered and protected.
6. The proposed zoning is not in keeping with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District as recommended by the Planning & Zoning Commission based on the surrounding zoning uses along West S.H. 107. 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.

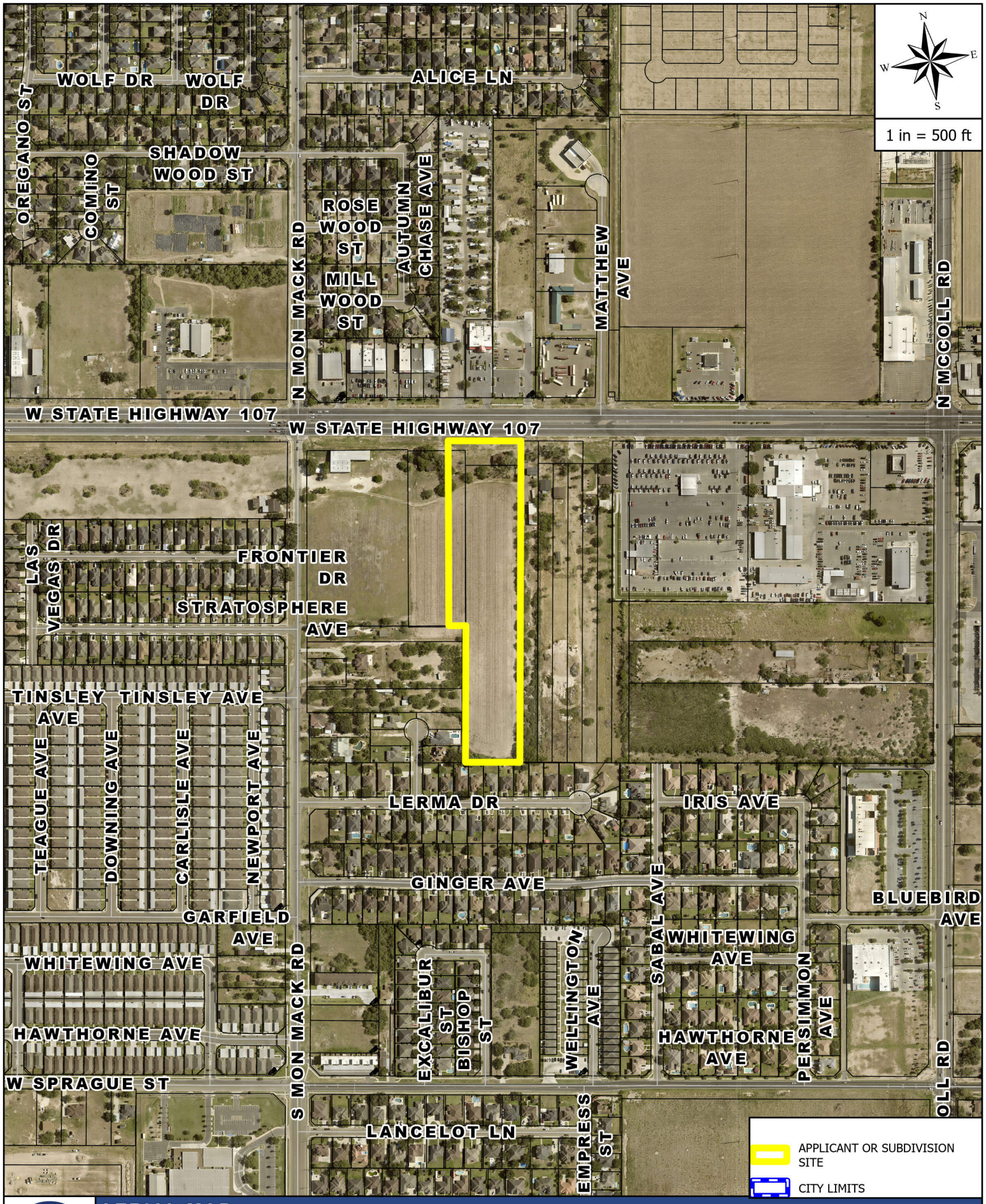
Staff mailed a notice of the public hearing to 51 neighboring property owners on Friday, March 1, 2023, and received one comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 16, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0190 MELDEN & HUNT

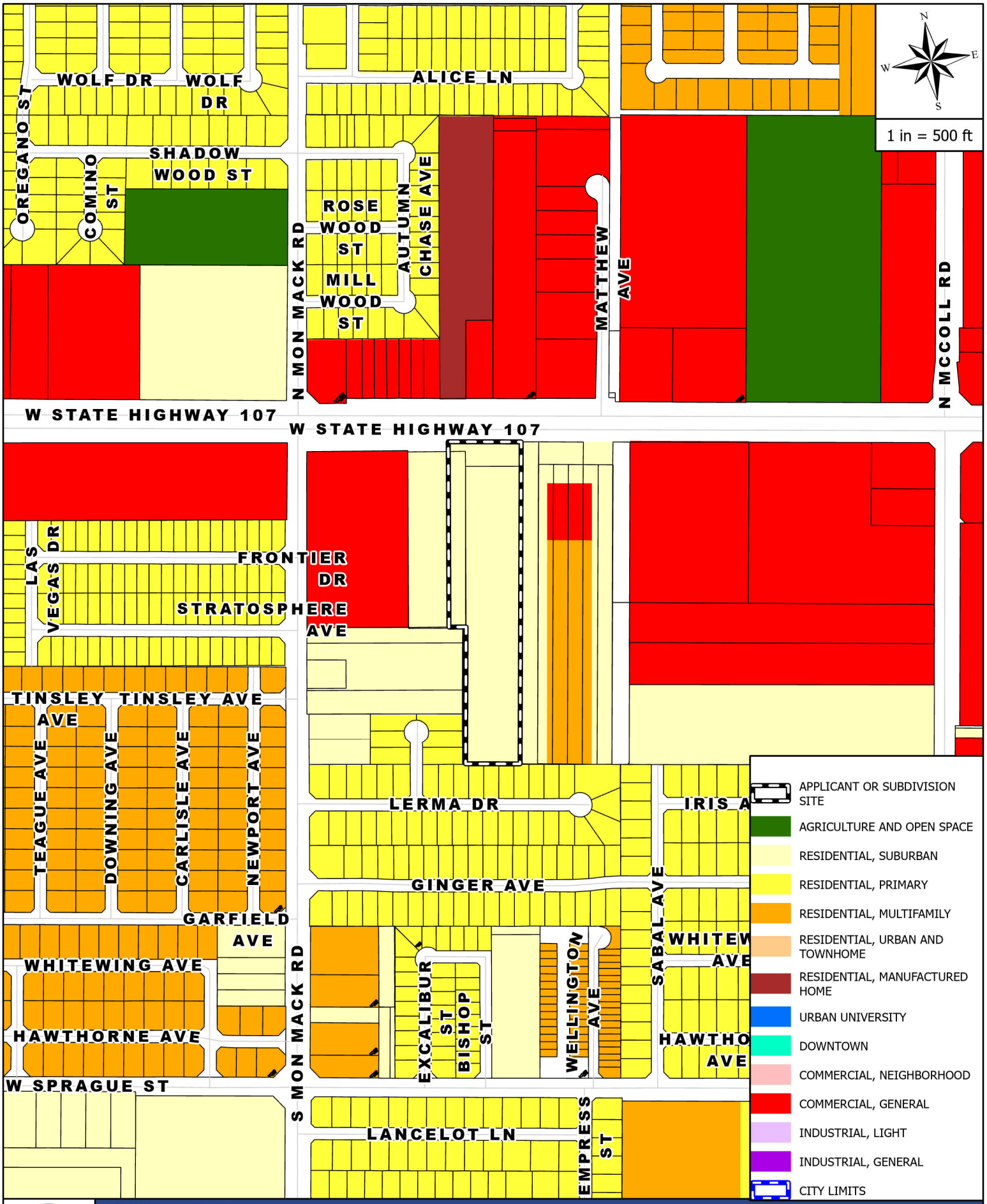


THE CITY OF EDINBURG TEXAS

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0190 MELDEN & HUNT

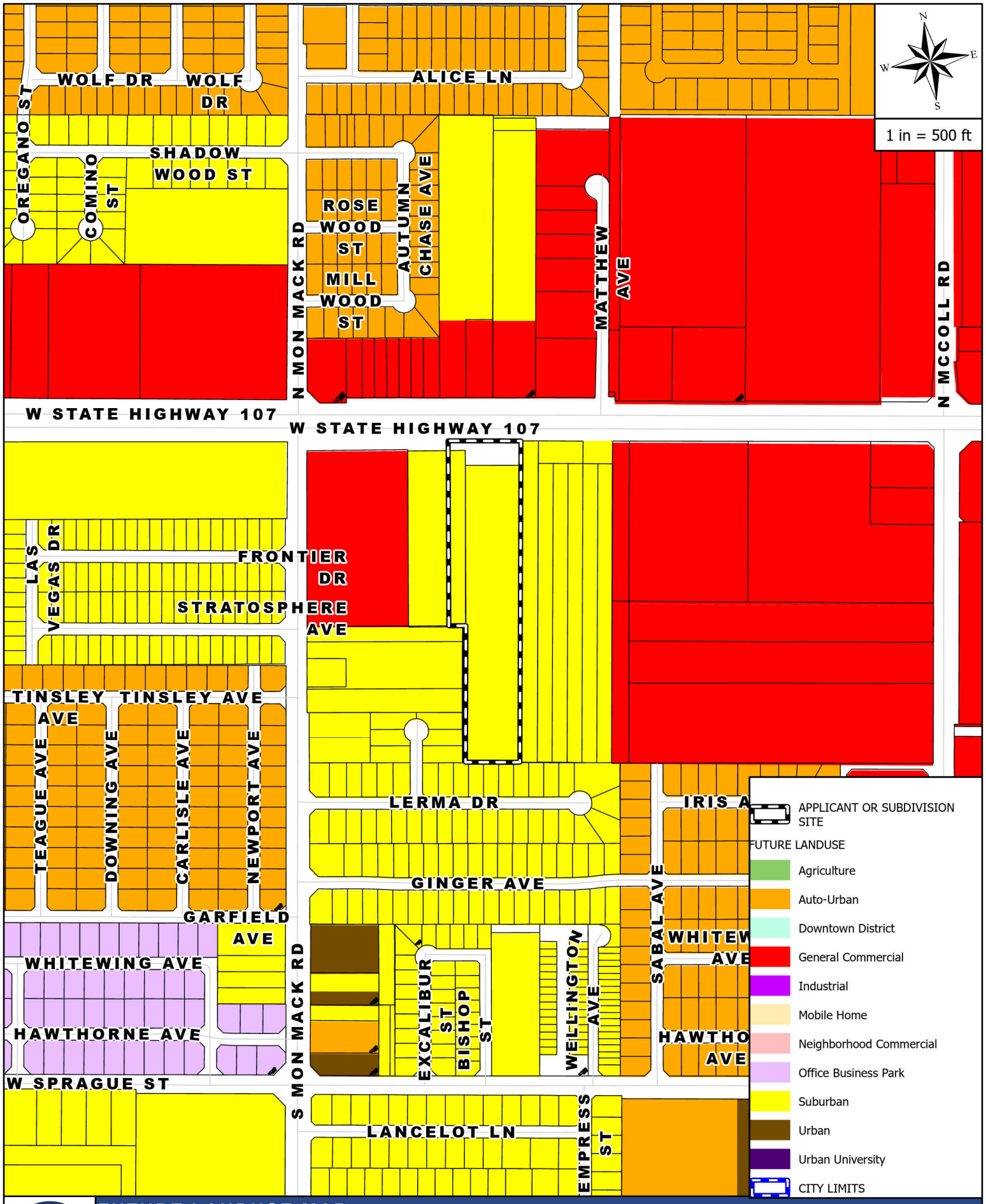


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0190 MELDEN & HUNT

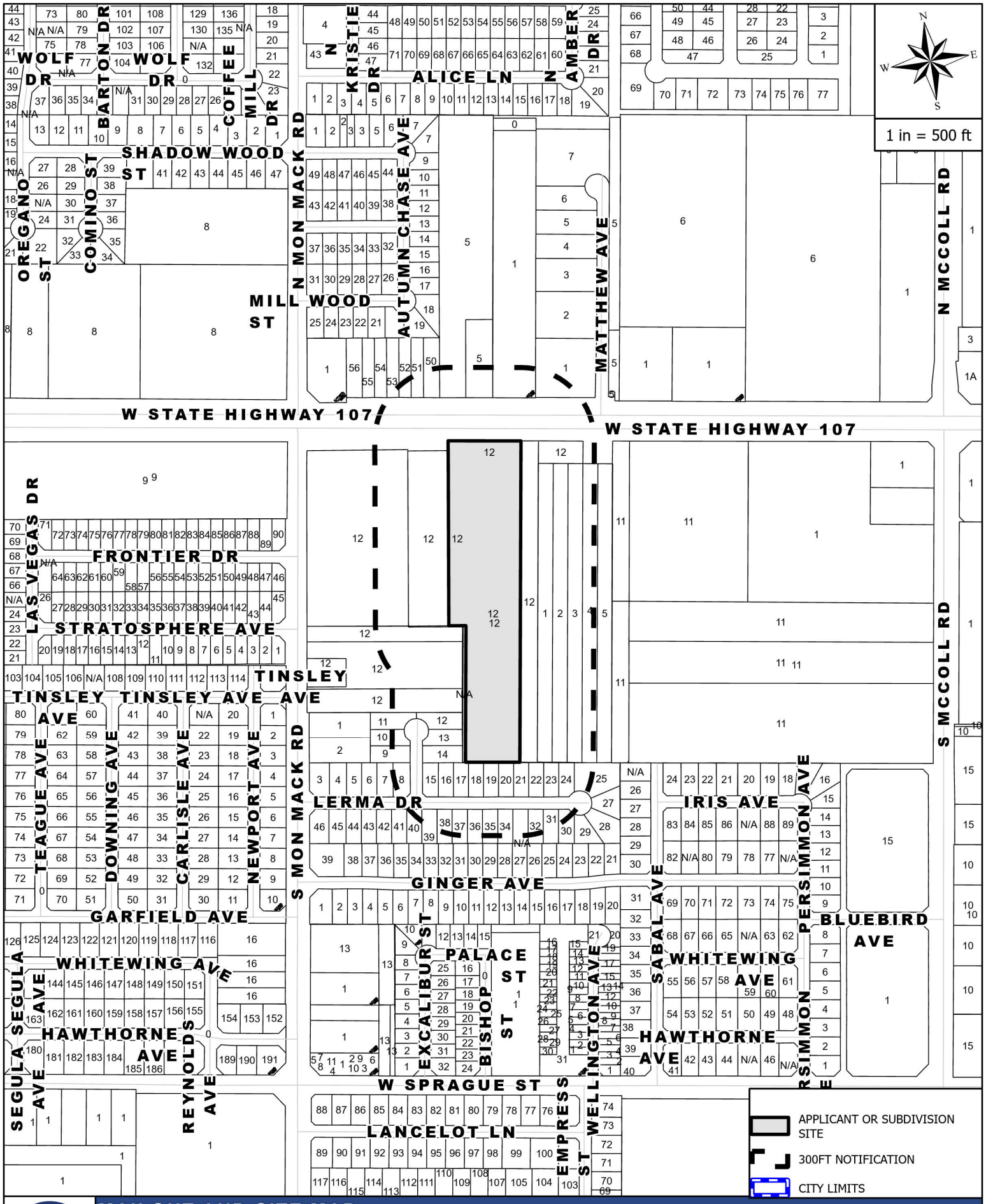


THE CITY OF EDINBURG TEXAS

FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0190 MELDEN & HUNT



MAILOUT AND SITE MAP

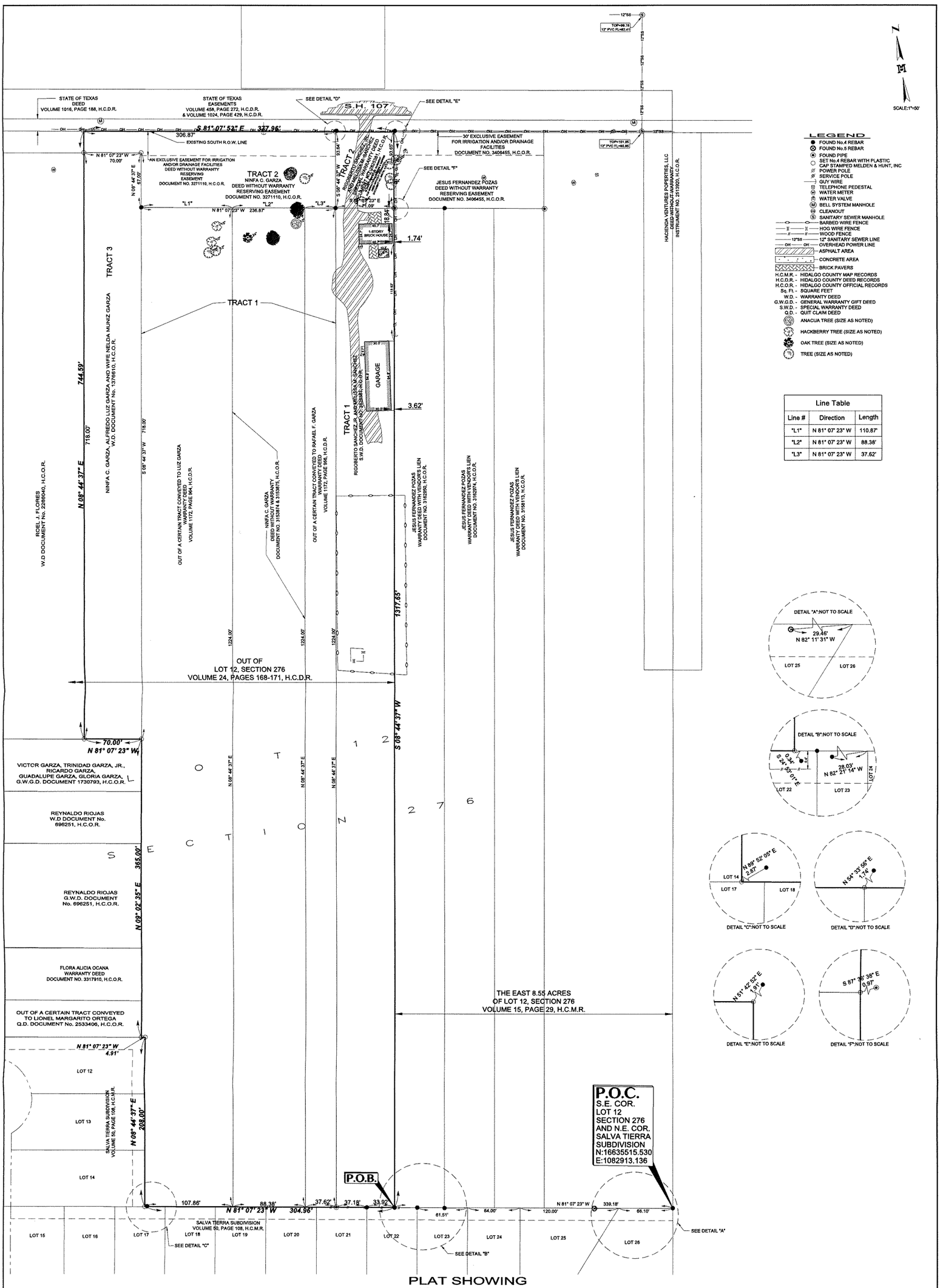
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0190 MELDEN & HUNT

Rezoning Request Site Photo

MELDEN & HUNT INC.

3406 WEST UNIVERSITY DRVE



Line Table		
Line #	Direction	Length
"L1"	N 81° 07' 23" W	110.87'
"L2"	N 81° 07' 23" W	88.38'
"L3"	N 81° 07' 23" W	37.62'

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 1/29/2024 UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY - NOT INTENDED FOR RECORDING PURPOSES

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

PLAT SHOWING
10.505 ACRES
OUT OF
LOT 12, SECTION 276
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
VOLUME 24, PAGES 168-171, H.C.D.R.
HIDALGO COUNTY, TEXAS

PAGE 3 OF 3

JOB No.	23204.02-08
DRAWING DATE:	2/13/2024
DRAWN BY:	J.C./I.H.
File Name:	23204.02-08
T-XXX, PG. XXX	

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REVISION	DATE	BY

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096900

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0190

Date: **February 13, 2024**

1. Property Owner (required): **Ninfa C. Garza/Rafael Garza** 2. Phone: **(956) 381-0981**
3. Mailing Address: **c/o 115 W. McIntyre Street**
4. City: **Edinburg** State: **TX** Zip: **78541**
5. Owner's Email: **c/o mario@meldenandhunt.com** 6. Cell No. **(956) 500-2734**
7. Agent (not owner): **Melden & Hunt Inc** 8. Agent's Phone: **(956) 500-2734**
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: **N/A**
13. Legal Description of Property: 14. Property ID(s): **297395, 454513, 1374951**

10.505 acres out of Lot 12, Section 276 Texas-Mexican Railway Co. Survey

15. Zone Change: From: **RS - Residential, Suburban** To: **IL - Industrial, Light**
16. Existing Land Use: **Open**
17. Reason for Zone Change: **Proposed industrial development**

Mario A. Reyna, P.E.
(Please Print Name)

Signature

RECEIVED
FEB 13 2024
By

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, March 12, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, LIGHT, DISTRICT, BEING 10.505 ACRES OUT OF LOT 12, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 3406 W UNIVERSITY DRIVE, AS REQUESTED BY MELDEN & HUNT INC.

This district is intended to accommodate light industrial and heavy commercial uses. These uses include, but are not limited to, warehousing, wholesaling, laboratory testing, contractor offices, machine shops, and building material/lumberyards.

This request is scheduled to be heard by the **City Council on Tuesday, April 2, 2024, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, March 11, 2024
EMAIL: planning@cityofedinburg.com by Monday, March 11, 2024

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

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

Comments: _____

Print Name: Fred Garza / Ninfa Garza Phone No. 956-467-9878

Address: 313 Linda Ave City: McAllen State: Tx Zip: 78504

NOTIFICACIÓN

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

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

ZONING CASE
OWNER NOTIFICATION LIST

PID: 297394
MITTANCK INVESTMENTS LLC
3201 N 10TH ST
MCALLEN, TX 78501-1925

PID: 706822
GARZA CRISANTO & NORMA
1402 VANCE ST
EDINBURG, TX 78539-6077

PID: 706821
REV DANIEL E FLORES AS BISHOP
PO BOX 2279
BROWNSVILLE, TX 78522-2279

PID: 706807
GALAVIZ ROSA MARIA MENDIVIL
& JESUS E GARCIA
3202 SAN MATEO PARKWAY
MISSION, TX 78572-7547

PID: 706795
CAVAZOS CARISSA V
1202 LAGUNA SHORES RD #B
CORP CHRISTI, TX 78418-3415

PID: 706783
CARRILLO JUAN JOSE & LETICIA E
414 MERCADO DR
EDINBURG, TX 78539-4761

PID: 706820
MARTINEZ EFRAIN & CELINA MENDIOLA
3410 LERMA DR
EDINBURG, TX 78539-4751

PID: 706818
PALACIOS ALEXANDRA
& OSCAR J REYNA JR
3402 LERMA DR
EDINBURG, TX 78539-4751

PID: 706806
SANCHEZ ANNA LAURA & RAMON
3301 LERMA DR
EDINBURG, TX 78539-4758

PID: 706819
PENA DAVID
3406 LERMA DR
EDINBURG, TX 78539-4751

PID: 706814
PULIDO GERARDO L & PATRICIA
3310 LERMA DR
EDINBURG, TX 78539-4755

PID: 706804
CUESTA FRANCISCO M & RITA
3309 LERMA DR
EDINBURG, TX 78539-4758

PID: 706805
VILLALOBOS OSWALDO GONZALEZ
2516 E IMPERIAL OAKS DR
ALTON, TX 78573-0579

PID: 706812
CEDILLO EDNA E & JOSE A
3917 ELK RUN CT
EDINBURG, TX 78541

PID: 706790
CANTU DEMETRIO & IRMA A
3501 LERMA DR
EDINBURG, TX 78539-4760

PID: 706813
GALVAN JUAN CARLOS
3306 LERMA DR
EDINBURG, TX 78539-4755

PID: 706803
GARCIA DALIA
3313 LERMA DR
EDINBURG, TX 78539-4758

PID: 706816
CARRANZA JOSE A HERNANDEZ
3318 LERMA DR
EDINBURG, TX 78539-4755

PID: 706792
TOBIAS MOISES JR & AMY
413 MERCADO DR
EDINBURG, TX 78539-4762

ZONING CASE
OWNER NOTIFICATION LIST

PID: 706796
CHEN JOSEPH C & MICHELLE
406 MERCADO DR
EDINBURG, TX 78539-4761

PID: 706797
PRESICHI JOSE ALBERTO
3413 LERMA DR
EDINBURG, TX 78539-4759

PID: 706798
LACKEY SARA M
3409 LERMA DR
EDINBURG, TX 78539-4759

PID: 706791
CARRILLO JESUS ADAM
3421 LERMA DR
EDINBURG, TX 78539-4759

PID: 706801
ALMIRANTE EDGAR R
& MAYLYN DE SOSA
3321 LERMA DR
EDINBURG, TX 78539-4758

PID: 179224
FERNANDEZ JESUS POZAS
PEDRO MOYA # 112, COLONIA CAPISTRANO
SAN PEDRO GARZA GARCIA
NUEVO LEON, MEXICO 66244

PID: 179225
FERNANDEZ JESUS POZAS
PEDRO MOYA # 112, COLONIA CAPISTRANO
SAN PEDRO GARZA GARCIA
NUEVO LEON, MEXICO 66244

PID: 179226
CERDA OLGA & OSCAR
3311 W STATE HIGHWAY 107
EDINBURG, TX 78539-9497

PID: 179223
FERNANDEZ JESUS POZAS
PEDRO MOYA # 112, COLONIA CAPISTRANO
SAN PEDRO GARZA GARCIA
NUEVO LEON, MEXICO 66244

PID: 706793
ALVAREZ AJA ANAVI
181 CHRISTOPHER CV
KYLE, TX 78640-4625

PID: 706794
MUNIZ DAVID
401 MERCADO DR
EDINBURG, TX 78539-4762

PID: 706802
ELIZONDO ANGEL DE JESUS
& LILIANA P
3317 LERMA DR
EDINBURG, TX 78539-4758

PID: 706799
HOFFMAN KEVIN RICHARD
& CHRISTINA LEE
3405 LERMA DRIVE
EDINBURG, TX 78539-4759

PID: 706800
ACEVEDO FRANCISCO J JR
3401 LERMA DR
EDINBURG, TX 78539-4759

PID: 297391
ORTEGA LIONEL MARGARITO
336 MON MACK RD
EDINBURG, TX 78539-8840

PID: 800002
RIOJAS REYNALDO
322 S MONMACK RD
EDINBURG, TX 78539-8840

PID: 297390
SANCHEZ RIGOBERTO JR & MELISSA M
1308 MANZANO ST
EDINBURG, TX 78539-6096

PID: 454513
GARZA NINFA C
313 ZINNIA AVE
MCALLEN, TX 78504-2857

ZONING CASE
OWNER NOTIFICATION LIST

PID: 297395
GARZA RAFAEL & NINFA
3514 GINGER AVE
EDINBURG, TX 78539-3439

PID: 297397
GARZA RAFAEL
3514 GINGER AVE
EDINBURG, TX 78539-3439

PID: 564414
BIC DEVELOPMENT CORP
3910 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-9308

PID: 1373013
AGUILAR & AGUILAR RENTALS LLC
2321 E SPRAGUE ST
EDINBURG, TX 78542-5112

PID: 1374951
GARZA NINFA C
313 ZINNIA AVE
MCALLEN, TX 78504-2857

PID: 539261
GUZMAN ROCKY & MAXCINE DARVILLE
PO BOX 2231
EDINBURG, TX 78540-2231

PID: 1469531
FERNANDEZ JESUS POZAS
PEDRO MOYA # 112, COLONIA CAPISTRANO
SAN PEDRO GARZA GARCIA
NUEVO LEON, MEXICO 66244

PID: 297393
OCANA FLORA ALICIA
3525 W FREDDY GONZALEZ STE D
EDINBURG, TX 78539-8544

PID: 297388
RENTERIA STEPHANIE
1803 CESAR CHAVEZ RD
EDINBURG, TX 78542-9112

PID: 297346
GONZALEZ RAUL J
3319 W STATE HIGHWAY 107 TRLR 30
EDINBURG, TX 78539-9867

PID: 539259
CENTRO CRISTIANO UNION DE MINISTERIOS
4725 N CESAR CHAVEZ RD
EDINBURG, TX 78542-3573

PID: 539262
MARTINEZ LAURA ABIGAIL ET AL
9721 LAS PALMAS
MCALLEN, TX 78504-6037

PID: 539260
ERILO INVESTMENTS CO LLC
4808 JUNO DR
EDINBURG, TX 78539-0054

PID: 297340
AGUILAR & AGUILAR RENTALS LLC
2321 E SPRAGUE ST
EDINBURG, TX 78542-5112

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL SUBURBAN (RS) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 10.505 ACRES OUT OF LOT 12, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 3406 WEST UNIVERSITY 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 Suburban (RS) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 10.505 acres out of Lot 12, Section 276, Texas-Mexican Railway Company Survey, Located at 3406 West University, Edinburg, Hidalgo County, Texas, from Residential Suburban (RS) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on March 12, 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 April 2, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential Suburban (RS) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential Suburban (RS) District and 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 2nd day of April 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: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.E.
Variance Request: A1-Skylite Signs

1. **Agenda Item:**
Hold Public Hearing and Consider the Variance Request Request to the City's Unified Development Code, Article 5, Section 5.207, Easements for a Sign, Being Dutch Bros Addition Subdivision, Lot 1, Block A, Located at 4108 South Business Hwy 281, as Requested by A1-Skylite Signs. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a variance to the City's Unified Development Code Article 5, Section 5.207 as it applies to encroachments of easements. The sign in question is for the advertisement of the proposed Dutch Bros Coffee at this location.

The property is located on the east side of South Business Highway 281, approximately 585.37 feet north of East Trenton Road. The property has 120 feet of frontage along South Business Highway 281 and a total lot area of approximately 0.90 of an acre. The property is part of the Dutch Bros Lot 1 Block A subdivision that was recorded on September 1, 2023. The plat specifies a 50.5 foot cross access easement parallel to Closner Blvd. A 10 foot utility easement falls within this cross access easement. The sign in question is intended to be 11 feet within the 50.5 foot cross access easement, but outside of the 10 foot utility easement.

The property is currently zoned Commercial, General (CG) District. Adjacent zoning is Commercial, General (CG) District in all directions. Surrounding land uses consist of vacant land and commercial uses.

Staff received a Sign Variance Application for the subject property on January 26, 2024. The applicant is proposing a free-standing pylon sign roughly 30 feet high from natural ground to the top of height. Article 9, Table 9.103-1states that a variance to a sign permit must come before the Planning & Zoning Commission in the form of a public hearing. If recommended for denial the applicant then has an opportunity for the item be heard before City Council.

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, March 1, 2024 and received no comments in favor or against this request at the time this report was created. Notice of this public hearing was published in the newspaper on March 13, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Variance Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Variance Request to the City's Unified Development Code. 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.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/12/2024
CITY COUNCIL –04/02/2024
DATE PREPARED – 03/07/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Sign Variance Request to the City's Unified Development Code, Section 5.207, Easements for a Sign

APPLICANT: Dutch Bros Coffee

AGENT: A1-Skylite Signs

LEGAL: Dutch Bros Addition Subdivision, Lot 1, Block A

LOCATION: 4108 South Business Hwy 281

LOT/TRACT SIZE: 0.90 of an acre

CURRENT USE: Vacant land

PROPOSED USE: Commercial General

EXISTING ZONING: Commercial, General (CG)District

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

LAND USE PLAN: Commercial General Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Sign Variance Request to the City's Unified Development Code, Section Article 5, Section 5.207

VARIANCE REQUEST
A1-SKYLITE SIGNS

EVALUATION

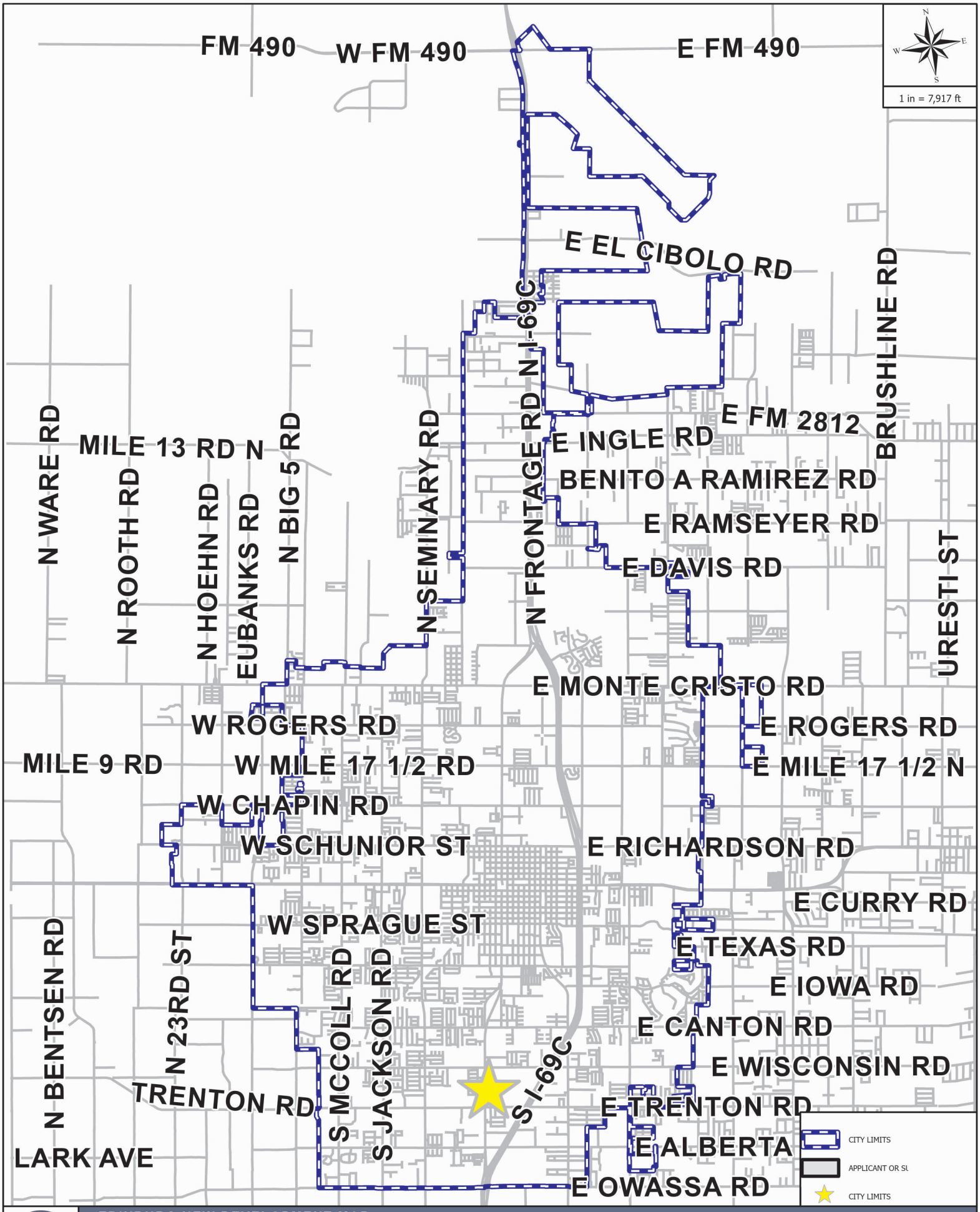
The following is staff's evaluation of the request.

1. Similar signs of this nature are located along this roadway.

2. The designated zoning does allow for this type of signage.

Staff recommends approval of the Variance Request to the City's Unified Development Code. 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 13 neighboring property owners on Friday, March 1, 2024 and received no comments in favor or against this request at the time this report was created. Notice of this public hearing was published in the newspaper on March 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

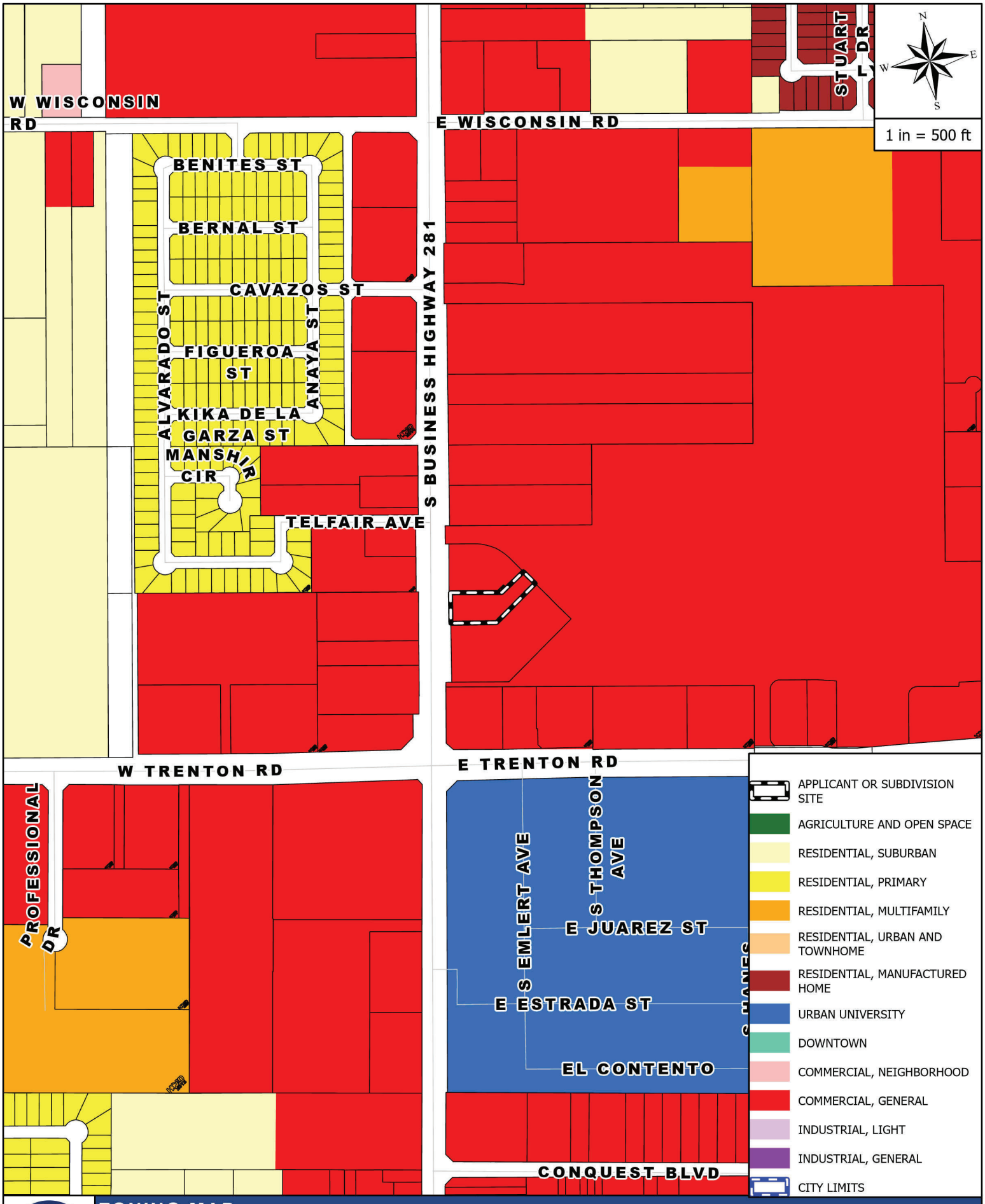
APPLICANT AND/OR SUBDIVISION:

SGN-0002-2024 A1 SKYLITE SIGNS

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

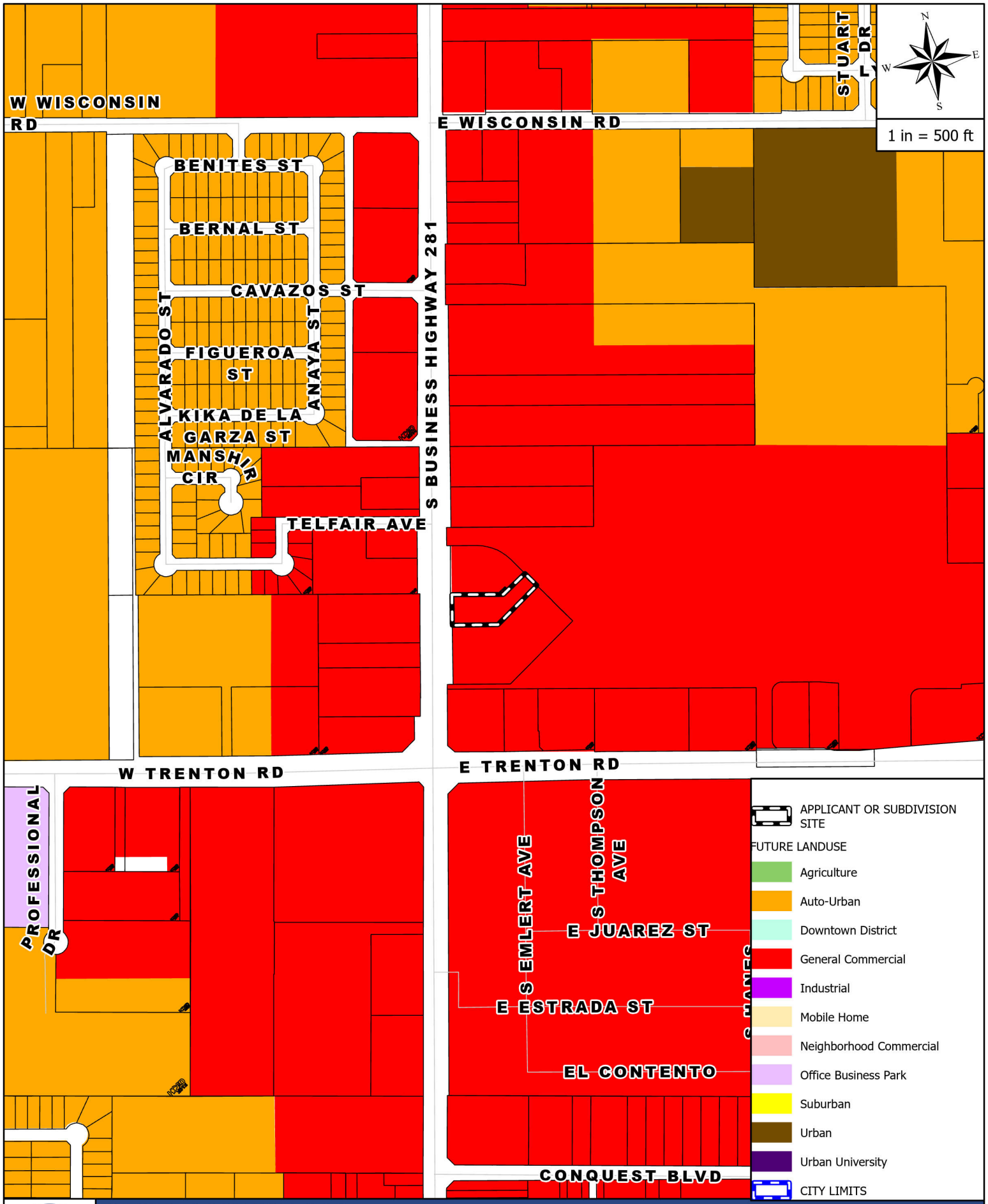
SGN-0002-2024 A1 SKYLITE SIGNS



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

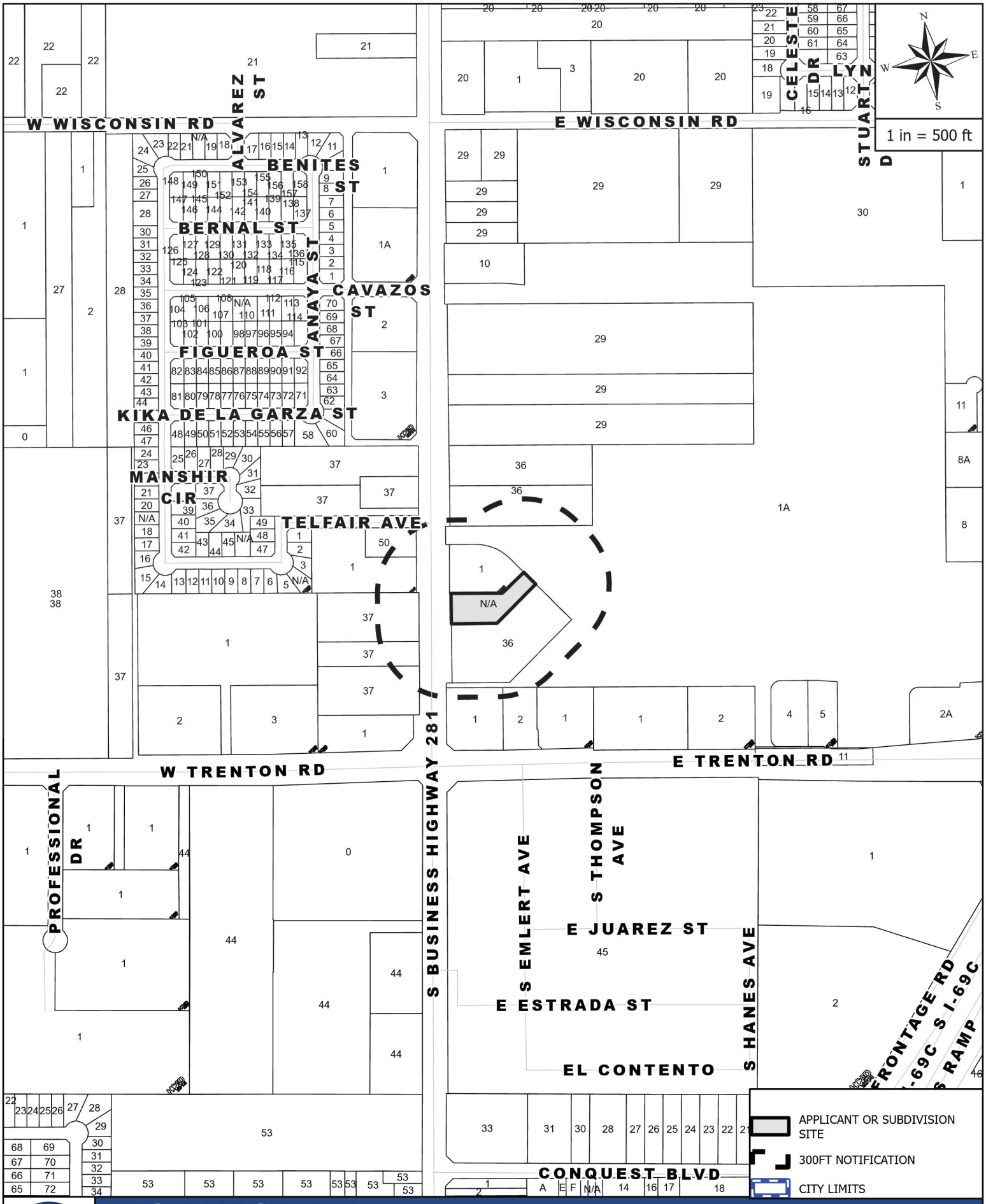
SGN-0002-2024 A1 SKYLITE SIGNS



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

SGN-0002-2024 A1 SKYLITE SIGNS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

SGN-0002-2024 A1 SKYLITE SIGNS

Rezoning Request Site Photo

A1 Skylite Signs

4108 S BUS HWY 281

OWNER'S CERTIFICATE:

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEING A 0.900 ACRE PART OF A CALLED 70.493 ACRES TRACT OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OF LOT 36, KELLY-PHARR SUBDIVISION PER MAP RECORDED IN VOLUME 3, PAGES 133-134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS (O.R.H.C.T.) AND BEING PART OF A CALLED 70.493 ACRES TRACT OF LAND DESCRIBED IN DEED TO THE SHOPPES AT RIO GRANDE VALLEY, LP, A TEXAS LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2007-1730047, O.R.H.C.T. AND BEING MORE PARTICULARLY DESCRIBED HEREIN AS FOLLOWS:

COMMENCING AT A POINT WITH SAID POINT HAVING TEXAS STATE PLANE COORDINATES SYSTEM (NAD83) SOUTH ZONE COORDINATES OF (NORTHING: 16621991.099', EASTING: 1091724.027') FOR THE NORTHWEST CORNER OF SAID LOT 36, KELLY-PHARR SUBDIVISION BEING IN THE RIGHT-OF-WAY (R.O.W.) OF SOUTH CLOSNER BOULEVARD (ALSO KNOWN AS SOUTH BUSINESS HIGHWAY 281) A CALLED 110.00 FEET PUBLIC R.O.W.;

THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, OVER AND ACROSS SAID SOUTH CLOSNER BOULEVARD R.O.W., A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 8 DEGREES 27 MINUTES 14 SECONDS WEST, ALONG THE EASTERLY R.O.W. LINE OF SAID SOUTH CLOSNER BOULEVARD, PASSING THE WESTERLY NORTH LINE OF THE REPLAT OF THE RESUBDIVISION OF THE AMENDED PLAT OF THE SHOPPES AT RIO GRANDE VALLEY SUBDIVISION PHASE 1 RECORDED IN DOCUMENT NO. 2743836, O.R.H.C.T. AT A DISTANCE OF 332.70 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF A CALLED 1.250 ACRE TRACT PART OF SAID AMENDED PLAT OF THE SHOPPES AT RIO GRANDE VALLEY TRACT;

THENCE SOUTH 8 DEGREES 27 MINUTES 14 SECONDS WEST, CONTINUING ALONG THE EASTERLY R.O.W. LINE OF SAID SOUTH CLOSNER BOULEVARD, A DISTANCE OF 199.54 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED COLE DESIGN GROUP # 101936711 SET (TYPICAL) FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF BEGINNING WITH SAID POINT HAVING TEXAS STATE PLANE COORDINATES SYSTEM (NAD83) SOUTH ZONE COORDINATES OF (NORTHING: 16621385.777', EASTING: 1091684.608');

THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, DEPARTING THE EASTERLY R.O.W. LINE OF SAID SOUTH CLOSNER BOULEVARD AND WESTERLY LINE OF THE HEREIN DESCRIBED TRACT AND OVER AND ACROSS SAID REPLAT, A DISTANCE OF 240.52 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER IN THE NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 54 DEGREES 33 MINUTES 11 SECONDS EAST, CONTINUING OVER AND ACROSS SAID REPLAT AND ALONG THE NORTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 122.17 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 36 DEGREES 36 MINUTES 32 SECONDS EAST, CONTINUING OVER AND ACROSS SAID REPLAT AND ALONG THE EASTERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 68.51 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 54 DEGREES 33 MINUTES 22 SECONDS WEST, CONTINUING OVER AND ACROSS SAID REPLAT AND ALONG THE SOUTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 225.45 FEET TO A 5/8 INCH IRON ROD SET IN THE SOUTHERLY LINE OF THE HEREIN DESCRIBED TRACT

THENCE NORTH 81 DEGREES 32 MINUTES 46 SECONDS WEST, CONTINUING OVER AND ACROSS SAID REPLAT AND CONTINUING ALONG THE SOUTHERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 214.59 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE EASTERLY R.O.W. LINE OF SAID SOUTH CLOSNER BOULEVARD;

NORTH 8 DEGREES 27 MINUTES 14 SECONDS EAST, ALONG THE EASTERLY R.O.W. LINE OF SAID SOUTH CLOSNER BOULEVARD AND WESTERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING, WITHIN THE METES AND BOUNDS HEREIN RECITED 0.900 ACRES (39,212 SQ. FT.) OF LAND, MORE OR LESS.

OWNER'S DEDICATION:

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS;

I (WE), ERIC REED, MANAGER OF MMCG DBR OTX, LLC THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE LOT 1, BLOCK A, DUTCH BROS ADDITION, AN ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.
THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF EDINBURG.

ERIC REED, MANAGER
MMCG DBR OTX, LLC
5750 GENESIS COURT, SUITE 103
FRISCO, TEXAS 75034
COLLIN COUNTY, TEXAS

7/19/23
DATE

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERIC REED, 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 AND UNDER THE AUTHORITY THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF July, 2023.

NOTARY PUBLIC FOR AND IN THE STATE OF TEXAS

ZONING COMMISSION APPROVAL:

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING AND ZONING COMMISSION

8/16/23
DATE

MAYOR'S CERTIFICATION:

I, Ramiro Garza Jr. MAYOR OF THE CITY OF EDINBURG, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED PROPER.

MAYOR, CITY OF EDINBURG

8/23/23
DATE

ATTEST: CITY SECRETARY

08/23/23
DATE

IRRIGATION DISTRICT APPROVAL:

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO 2, ON THIS THE 2nd DAY OF August 2023

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDING) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAY OR EASEMENTS

PRESIDENT — ATTEST — SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 SAN JUAN, TEXAS

ENGINEER APPROVAL:

STATE OF TEXAS §
§
COUNTY OF Collin §

I, JON DAVID CROSS, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

7/19/2023
DATE OF APPROVAL

JON DAVID CROSS, PROFESSIONAL ENGINEER

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Jon David Cross 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 AND UNDER THE AUTHORITY THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF July, 2023.

NOTARY PUBLIC FOR AND IN THE STATE OF TEXAS

SURVEYOR'S STATEMENT:

I, DANIEL L. JACKSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM RECORDED DOCUMENTATION, EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION; AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

DATED THIS THE 19 DAY OF July, 2023.

DANIEL L. JACKSON
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5577

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL L. JACKSON, 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 AND UNDER THE AUTHORITY THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF July, 2023.

NOTARY PUBLIC FOR AND IN THE STATE OF TEXAS

MICHAEL HODGES
MY COMMISSION EXPIRES
11/04/2026
NOTARY ID: 13404681-8

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"

AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT HAS NO DIGITAL DATA AVAILABLE. PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR HIDALGO COUNTY, TEXAS, UNINCORPORATED AREAS, MAP NUMBER 48033C0030E, EFFECTIVE DATE OF JUNE 6, 2000.

2. SETBACKS:
MINIMUM SETBACKS SHALL BE AS FOLLOWS
FRONT 25 FEET
REAR 10 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE 10 FEET OR EASEMENT WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER.

4. BENCHMARK: AS SHOWN ON PLAT; 5/8 IRS WITH CAP ELEVATION = 100.63'
NORTHING: 16621653.784
EASTING: 1091722.709

5. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.

6. THE SUBDIVISION IS INCLUDED WITHIN THE OVERALL DETENTION AREA PLAN FOR THE SHOPPES AT RIO GRANDE VALLEY THAT IS REQUIRED TO DETAIN 12,566 C F (0.288 AC FT) OF STORM SEWER RUNOFF.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS SHEDS SHRUBS TREES AND OTHER PLATINGS (EXCEPT LOW LESS THAN 18 MATURE HEIGHT GROUND COVER GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS.

9. ALL COMMON ACCESS PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.

10. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIREMENTS AND SPECIFICATIONS SUCH AS REQUIREMENTS MAY INCLUDE BUT ARE NOT LIMITED TO THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS FLOOR AREA RATIO LANDSCAPING SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.

11. A 5 FOOT WIDE SIDEWALK IS REQUIRED ALONG CLOSNER BOULEVARD (BUSINESS U S 281) DURING THE BUILDING PERMIT STAGE INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.

12. MAINTENANCE OF ALL NON PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE LOT OWNER.

13. PROPOSED DETENTION AREAS SHOULD BE MAINTAINED BY THE LOT OWNER.

14. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THE SUBDIVISION.

15. BASIS OF BEARINGS ARE REFERENCED TO TEXAS STATE PLANE COORDINATES SYSTEM, NAD 1983, (TEXAS SOUTH ZONE). THE COORDINATES WERE DETERMINED USING A TRIMBLE R10 GNSS RECEIVER, TRIMBLE TSC3 CONTROLLER, TRIMBLE ACCESS AND ASSOCIATED SOFTWARE, AND THE RTKNET 2011 REAL TIME NETWORK OF GNSS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).

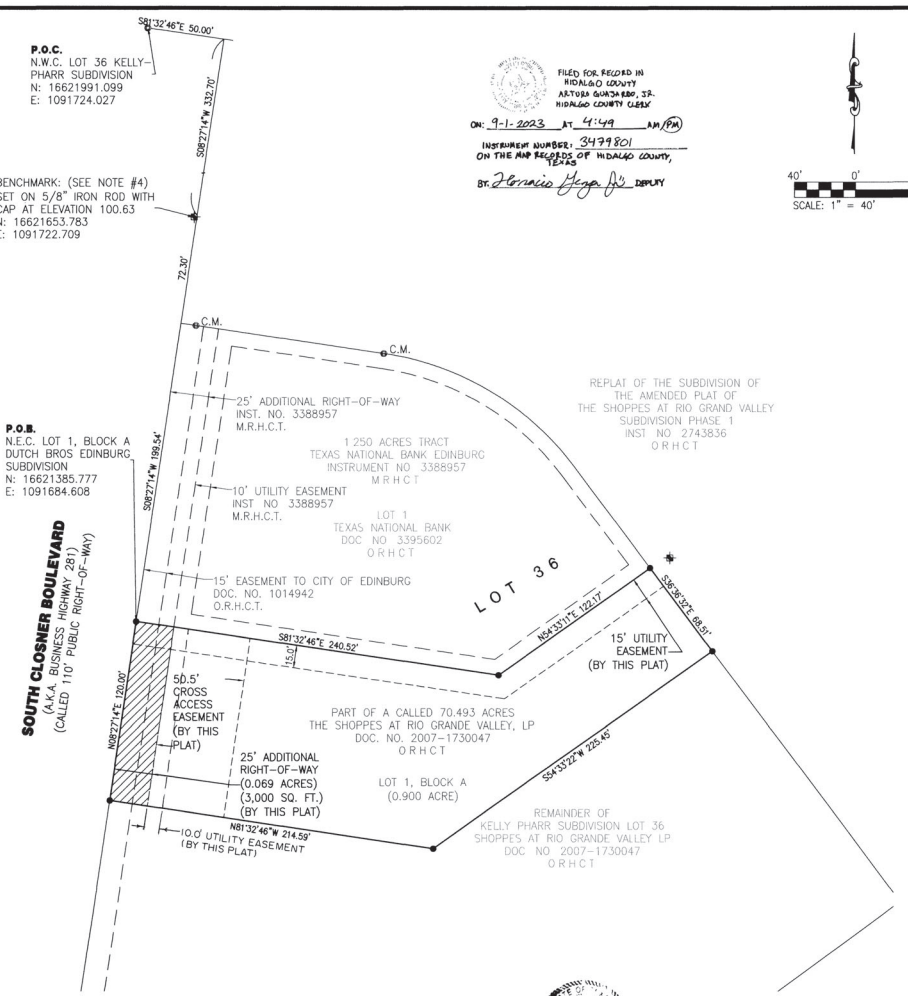
APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E.
GENERAL MANAGER

08.22.23
DATE

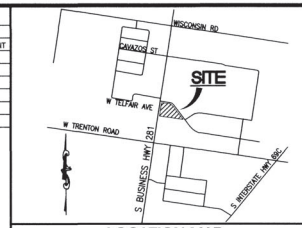


FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: 9-1-2023 AT 4:49 AM/PM
INSTRUMENT NUMBER: 3479801
ON THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Horacio Vega Jr. DEPUTY

LEGEND

- SET RE-BAR W/CAP COLE
- SET PERMANENT SURVEY MONUMENT
- FOUND RE-BAR
- FOUND ANCHOR
- FOUND CROSS
- FOUND IRON PIPE
- FOUND RAIL ROAD SPIKE
- FOUND CONCRETE MONUMENT

40' 0' 40' 80'
SCALE: 1" = 40'



LOCATION MAP
NOT TO SCALE

NO.	REVISION DESCRIPTION	DATE

OWNER:
MMCG DBR OTX, LLC,
5750 GENESIS COURT, SUITE 103
FRISCO, TX 75034

DEVELOPER:
MMCG DBR OTX, LLC,
5750 GENESIS COURT, SUITE 103
FRISCO, TX 75034

cole
DALLAS
750 Lone Star Drive
Suite 200
Plano, TX 75024
972.824.6000 tel
www.colearc.com
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Texas Board of Professional Engineers and Land Surveyors
Registered Engineering Firm: F-10253 Land Survey Corporate Registration # 101938?

DRAWN BY: MDH/WTB
CHECKED BY: DLJ
Job Number 22-0210
Sheet Number 1 of 1

ENGINEER:
JON DAVID CROSS
CROSS ENGINEERING
131 S. TENNESSEE STREET
MCKINNEY, TX 75069
972-562-4409

OWNER:
MMCG DBR OTX, LLC,
5750 GENESIS COURT, SUITE 103
FRISCO, TX 75034

SURVEYOR:
COLE DESIGN GROUP, INC.
7501 LONE STAR DRIVE
SUITE 2508 / PLANO, TX 75024
972-824-6000

LOT 1, BLOCK A DUTCH BROS ADDITION

MINOR PLAT OF THE RE-PLAT OF THE SUBDIVISION OF THE AMENDED PLAT OF THE SHOPPES AT RIO GRANDE VALLEY SUBDIVISION PHASE 1, INSTRUMENT NUMBER 2743836 R.H.C.T.

BEING 0.900 ACRES IN THE CITY OF EDINBURG HIDALGO COUNTY, TEXAS

ES&A Sign & Awning Co.
Design | Fabrication | Installation

89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

SUMMARY DRAWING:
35212

CLIENT:
Dutch Bros - TX5905
4108 S Business Hwy 281
Edinburg, TX 78539

DATE OF SHOP DRAWING:
11/10/22

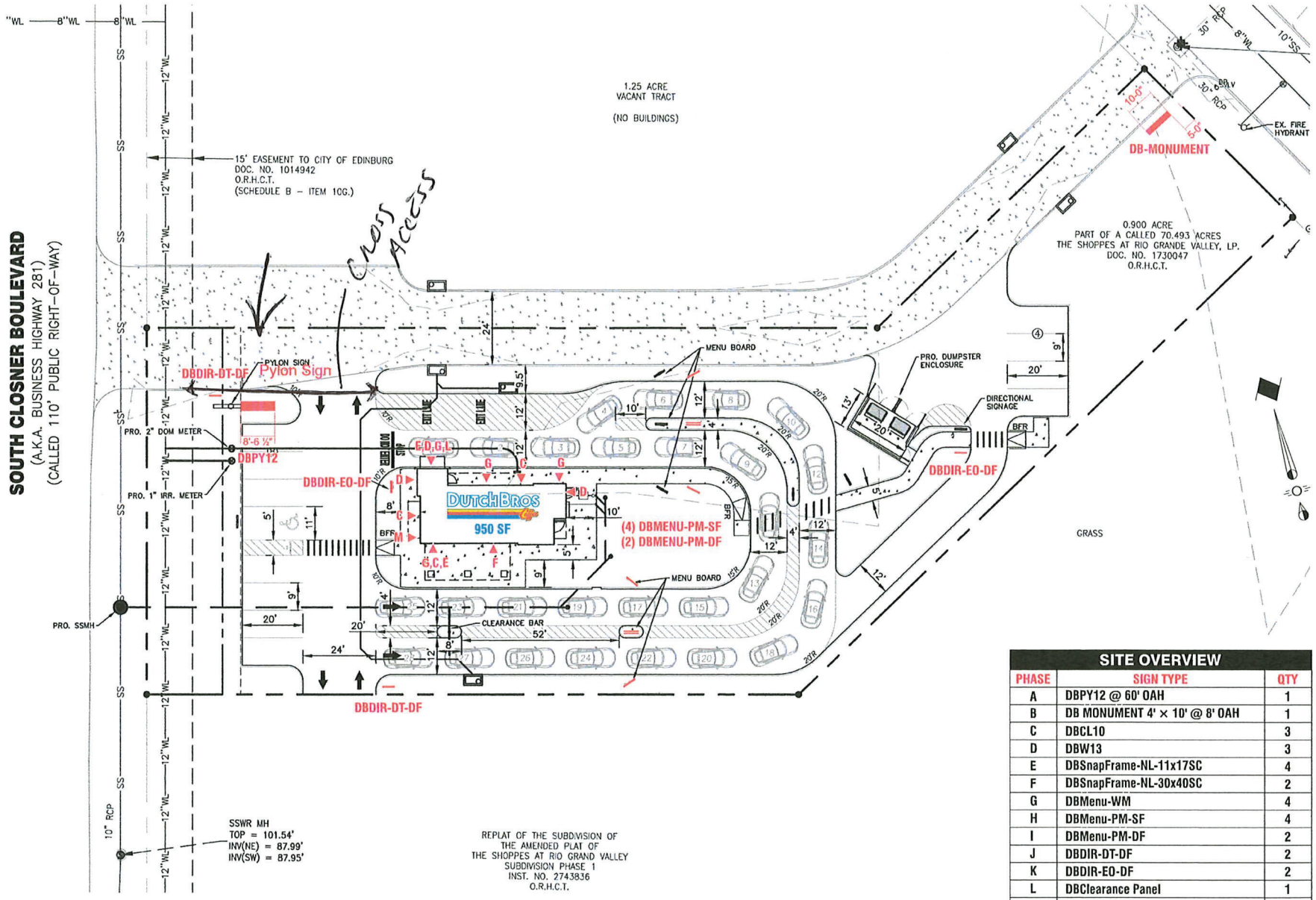
PROD. DETAILS: CH

LEAD DESIGN: CH

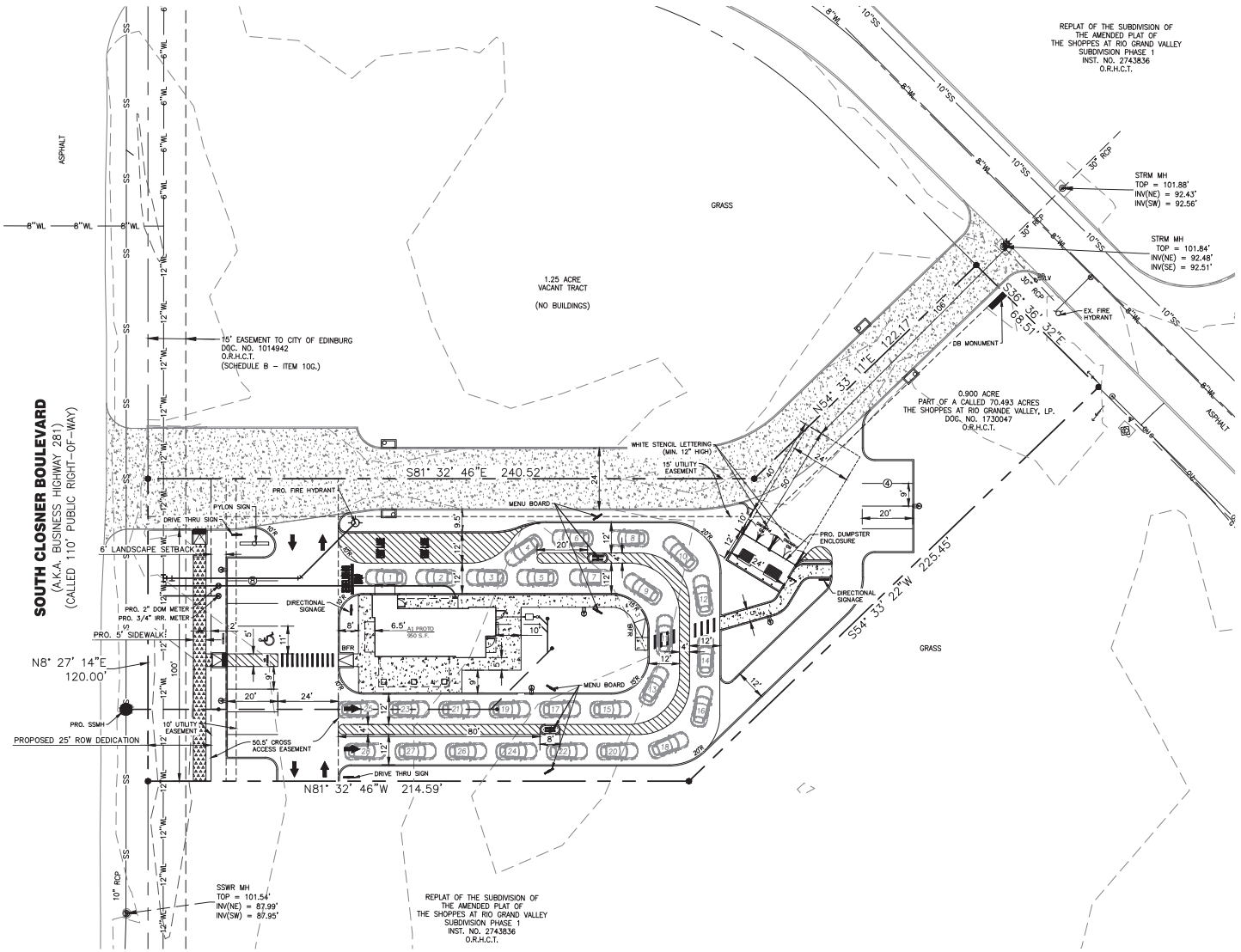
SALES: NJ

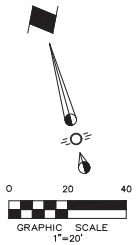
REVISIONS:
2.14.23 Updated site plan.
6.20.23 Changed CB to awning mounted panel. Added another EO sign. Updated site plan.
1.4.24 Adjusted locations of Pylon & Monument signs.

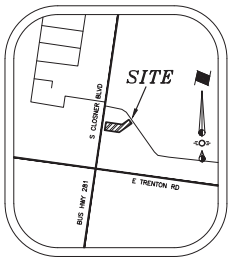
SUMMARY - FREESTANDING SIGNS & MENUS



SITE OVERVIEW		
PHASE	SIGN TYPE	QTY
A	DBPY12 @ 60' OAH	1
B	DB MONUMENT 4' × 10' @ 8' OAH	1
C	DBCL10	3
D	DBW13	3
E	DBSnapFrame-NL-11x17SC	4
F	DBSnapFrame-NL-30x40SC	2
G	DBMenu-WM	4
H	DBMenu-PM-SF	4
I	DBMenu-PM-DF	2
J	DBDIR-DT-DF	2
K	DBDIR-EO-DF	2
L	DBClearance Panel	1
M	DBAddress	1







VICINITY MAP
NTS

LEGEND

- Firelane (By Others)
- Proposed Sidewalk
- BFR — Barrier Free Ramp

REFER TO BUILDING PLANS FOR ALL SIGNAGE DETAILS

REFER ESNA FOUNTAIN DRAWINGS FOR SIGN FOOTINGS

SITE DATA TABLE	
LOT 1	
LOT SIZE	0.900 ACRES
	39,212.23 SF
ZONING	COMMERCIAL, GENERAL
USE / BUILDING AREA	
COFFEE SHOP	950 SF
PARKING PROVIDED	12 SPACES
PROVIDED PARKING RATIO	1/80
HANDICAP REQUIRED	1 SPACES
HANDICAP PROVIDED	1 SPACES
BUILDING COVERAGE	2.42%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.

ARCHITECT:
Coralic, LLC
9700 Mackenzie Road, Suit 222
St. Louis, Missouri 63123
Phone (314) 578-4953
Contact: Edin Coralic

SURVEYOR:
Cole Design Group, Inc.
7501 Lone Star Drive Suit 250B
Plano, Texas 75024
Phone (972) 624-6000
Contact: Daniel Jackson

OWNER
Main & Main Capital Group LLC.
5750 Genesis Ct, Suit 103
Frisco, Texas 75034
Phone (214) 308-0008
Fax (214) 308-1016
Contact: Robert Vann

BENCHMARKS:

CGS MONUMENT AE0491 - DESCRIBED BY TEXAS HIGHWAY DEPARTMENT 1954 2.9 MI S FROM EDINBURG. ABOUT 2.9 MILES SOUTH ALONG HIGHWAY NO. 281 FROM THE COUNTY COURT HOUSE AT EDINBURG, HIDALDO COUNTY. ABOUT 2 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF THE HIGHWAY, 3 FEET WEST OF A POWER POLE, IN THE SOUTH EAST CORNER OF A YARD AND ON THE NORTH SIDE OF A SIDE ROAD. A STANDARD DISK STAMPOED H 672 RESET 1952 AND SET IN A CONCRET POST WHICH IS ABOUT FLUSH WITH THE GROUND.

ELEV. = 101.8' (PUBLISHED)

CP 100 - 5/8 INCH IRON ROD SET WITH CAP STAMPED "COLE DESIGN GROUP #10193871" LOCATED 11.31' NORTH OF A WATER METER PLACED NEAR THE NORTHWESTERN CORNER OF SAID SUBDIVISION.
N = 16621653.75389'
E = 1091722.70902'
ELEV. 100.63'

CP101 - 5/8 INCH IRON ROD SET WITH CAP STAMPED "COLE DESIGN GROUP #10193871" LOCATED 71.53' NORTH OF A SANITARY SEWER MANHOLE PLACED NEAR THE SOUTHWESTERN CORNER OF SAID SUBDIVISION.

N = 16621286.35869'
E = 1091665.57685'
ELEV. 100.45'

STOP!
CALL BEFORE YOU DIG
Texas811
Know what's below.
(@ least 72 hours prior to digging)

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Issue Dates:	Revision & Date:
1	1
2	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street McKinney, Texas 75069
972.562.4409 Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=20'

7/9/25

SITE PLAN

DUTCH BROS - TX5905

MAIN & MAIN CAPITAL GROUP LLC

EDINBURG, TEXAS

Sheet No.
C3.0

Project No.
23005

EDINBURG DUTCH BROS

ES&A Sign & Awning Co.
Design | Fabrication | Installation

89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

SHOP DRAWING #:
35212A3

CLIENT:
Dutch Bros - TX5905
SEC W Telfair Ave & S Bus. Hwy 281
Edinburg, TX 78539

DATE OF SHOP DRAWING:
11/10/22

PROD. DETAILS: CH

LEAD DESIGN: CH

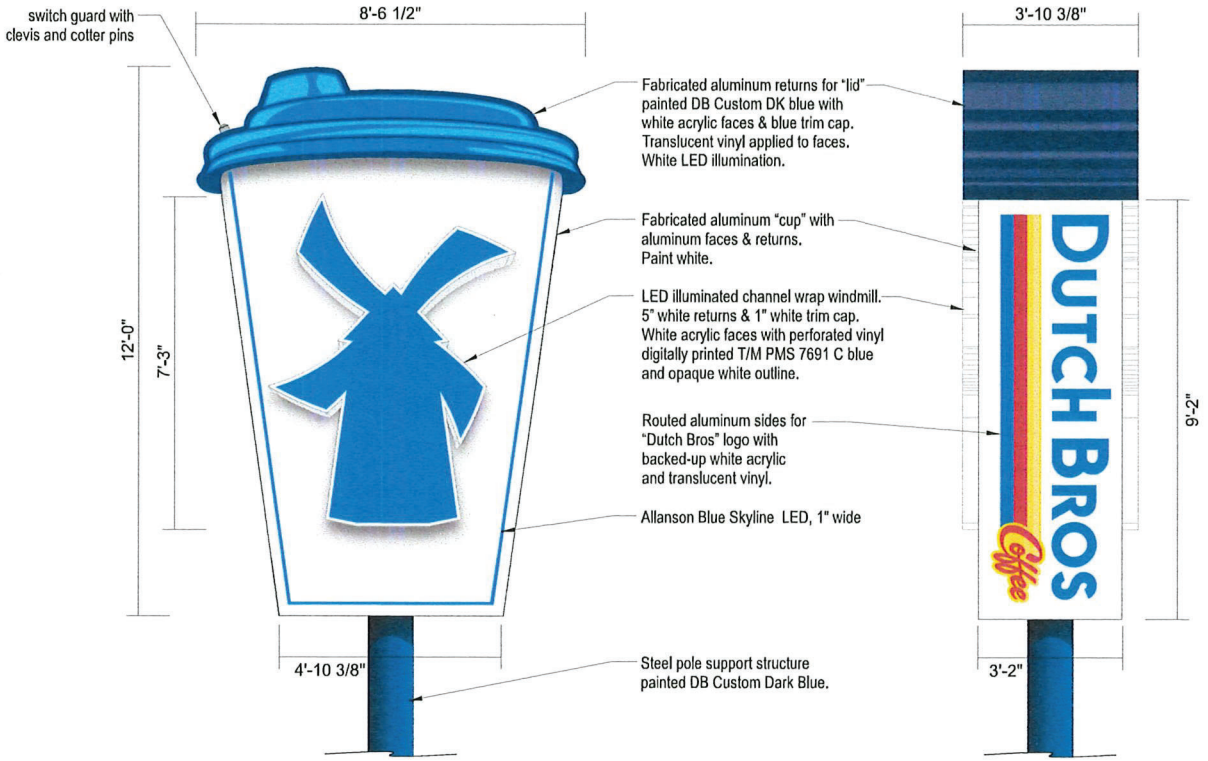
SALES: NJ

REVISIONS:
11.21.22 Changed pipe to two telescoping pipes.
11.23.22 Changed sides to illuminate.
12.7.22 Increased footing by 22".
12.19.22 Decreased O.A.H. by 20'.
3.29.23 Decreased O.A.H. by 10'.
4.18.23 changed footing & pipe size(LP)

COLOR CODE
- 230-15 YELLOW
- 230-33 RED
- 230-127 INTENSE BLUE PANTONE 7691 C BLUE
- DB CUSTOM DK BLUE (POLE)
- WHITE
- 230-36 DARK BLUE (LID)
- 230-127 INTENSE BLUE (LID)
- 230-147 DEEP SKY BLUE (LID)

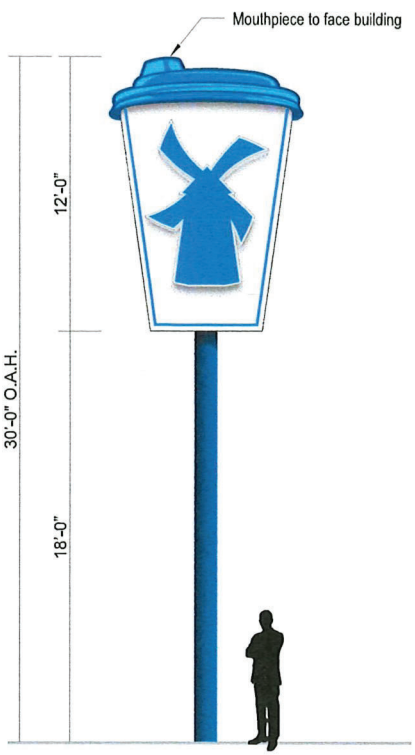
SCOPE OF WORK: MANUFACTURE & INSTALL (1) D/F INTERNALLY ILLUMINATED PYLON CUP SIGN

DBPY12
SCALE: 3/8"=1'-0"



SIDE VIEW

ELEVATION
SCALE: 3/16"=1'-0"



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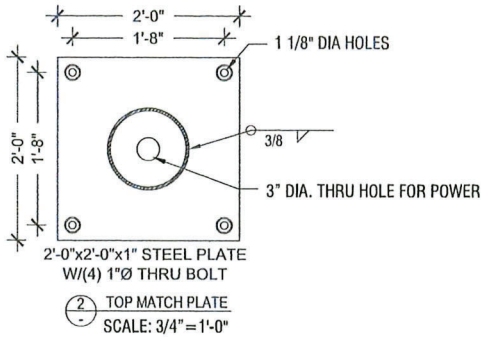
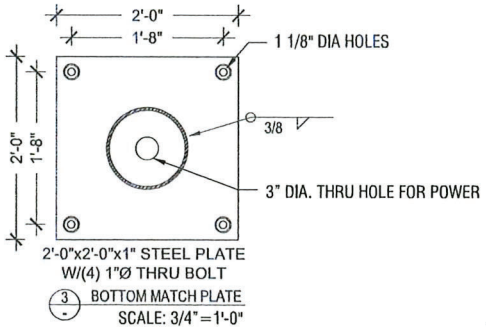
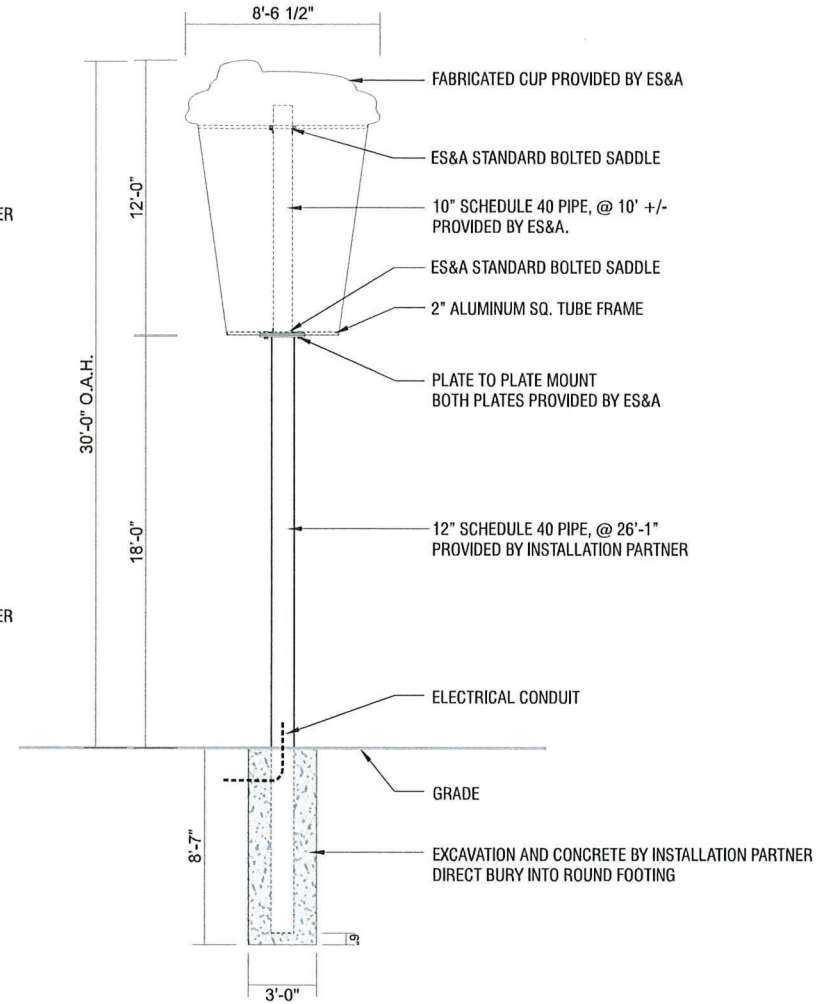
4.18.23 changed footing & pipe size(LP)

POLE & FOOTING DETAIL

SCALE: 3/16"=1'-0"







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

THE CITY OF Edinburg

Sign Variance Application

ENERGOV CASE # 2024-0002-SGN

SECTION A: APPLICANT INFORMATION

Property Owner Name: Dutch Bros Coffee

Owner Contact Information
Mailing Address: 4108 S. Business Hwy 281 (Street Address) Edinburg, TX (City/State) 78539 (Zip Code)

Phone (Home): _____ (Work): 541-868-2389 ext: 331 (Cell): _____

Email: _____

Agent/Applicant Name *(if different than Owner)*: A1 SkyLite Signs, LLC

Applicant Contact Information
Mailing Address: 1301 Maco Drive (Street Address) Pharr, Texas (City/State) 78577 (Zip Code)

Phone (Home): _____ (Work): 956-588-4000 (Cell): 956-520-0492

Email: info@a1skylitesigns.com

SECTION B: LOCATION OF PROPOSED SIGN

Address: 4108 S. Business Hwy 281 (Street Address) Edinburg, Tx (City/State) (Zip Code)

Property Legal Description: 1 (Lot) A (Block) Dutch Bros Addition (Subdivision)

Present Zoning: _____ Property ID#: 1564668

SECTION C: REQUESTED SIGN VARIANCE

Variance to Section(s) _____ of Article 4, Division 4.300, Development Standards, Signs.

Ordinance Requirement(s): _____

I hereby request a variance from the requirements of the Sign Ordinance to allow the following:

To install a 30' pylon sign near/on an easement. The pylon current location would not impede on accessing the property.

RECEIVED
JAN 26 2024
By

Signature: _____ Date: 1/19/24

Name (Please Print): Andy Vasquez

Application Deadline: 02/13/2024 Application Received by: Anaisa Llerio

$450 Application Fee: Receipt Number _____

P&Z Hearing: March 12. 2024 City Council Hearing: April 2nd 2024

ZONING CASE
OWNER NOTIFICATION LIST

PID: 610337
MMC PROPERTIES INC
2105 REMINGTON AVE
EDINBURG, TX 78539-3931

PID: 201906
GALLEGOS GONZALO C & ARACELI M
1326 GRANT AVE
PROSSER, WA 99350-1120

PID: 201902
SHOPPES AT RIO GRANDE VALLEY LP
149 COLONIAL RD
MANCHESTER, CT 06042-2307

PID: 201919
GOMEZ OSCAR D & ESPERANZA E
3503 OREGON DR
EDINBURG, TX 78542-2415

PID: 1015440
BINNING HOSPITALITY LLC
4001 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-9459

PID: 201918
BASALDUA MAURICIO GABRIEL ET AL
4109 S 281
EDINBURG, TX 78539

PID: 201917
GARCIA JIMMY C
4219 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-9630

PID: 1071658
LG HOSPITALITY LLC
4001 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-9459

PID: 1074579
SHOPPES AT RIO GRANDE VALLEY LP
149 COLONIAL RD
MANCHESTER, CT 06042-2307

PID: 1463231
121 E TRENTON LTD
4040 BROADWAY STE 508
SAN ANTONIO, TX 78209-6351

PID: 1466534
TEXAS NATIONAL BANK
4908 S JACKSON RD
EDINBURG, TX 78539-4100

PID: 201901
SHOPPES AT RIO GRANDE VALLEY LP
149 COLONIAL RD
MANCHESTER, CT 06042-2307

PID: 1463232
121 E TRENTON LTD
4040 BROADWAY STE 508
SAN ANTONIO, TX 78209-6351

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.F.
Petition: Voluntary Annexation City of Edinburg

1. **Agenda Item:**
Hold Public Hearing and Consider the Petition Providing for the Voluntary Annexation of 199.997 Acres, Being All of Lots 38 and 39, Baker's Subdivision of the Cucharia Tract, According to the Plat Thereof Recorded in Volume 2, Page 46, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas, Being Located at 8601 North Jasman Road, as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 199.997-acre tract is currently vacant and is located at 8601 North Jasman Road and will be an addition to the current landfill to the City of Edinburg. Utility services are provided by City of Edinburg Sewer and Water. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste, and other City Departments will be provided.

Should the petition be approved it will allow for the annexation of properties owned by the City for its landfill development will be scheduled for consideration by City Council on April 16, 2024.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter.

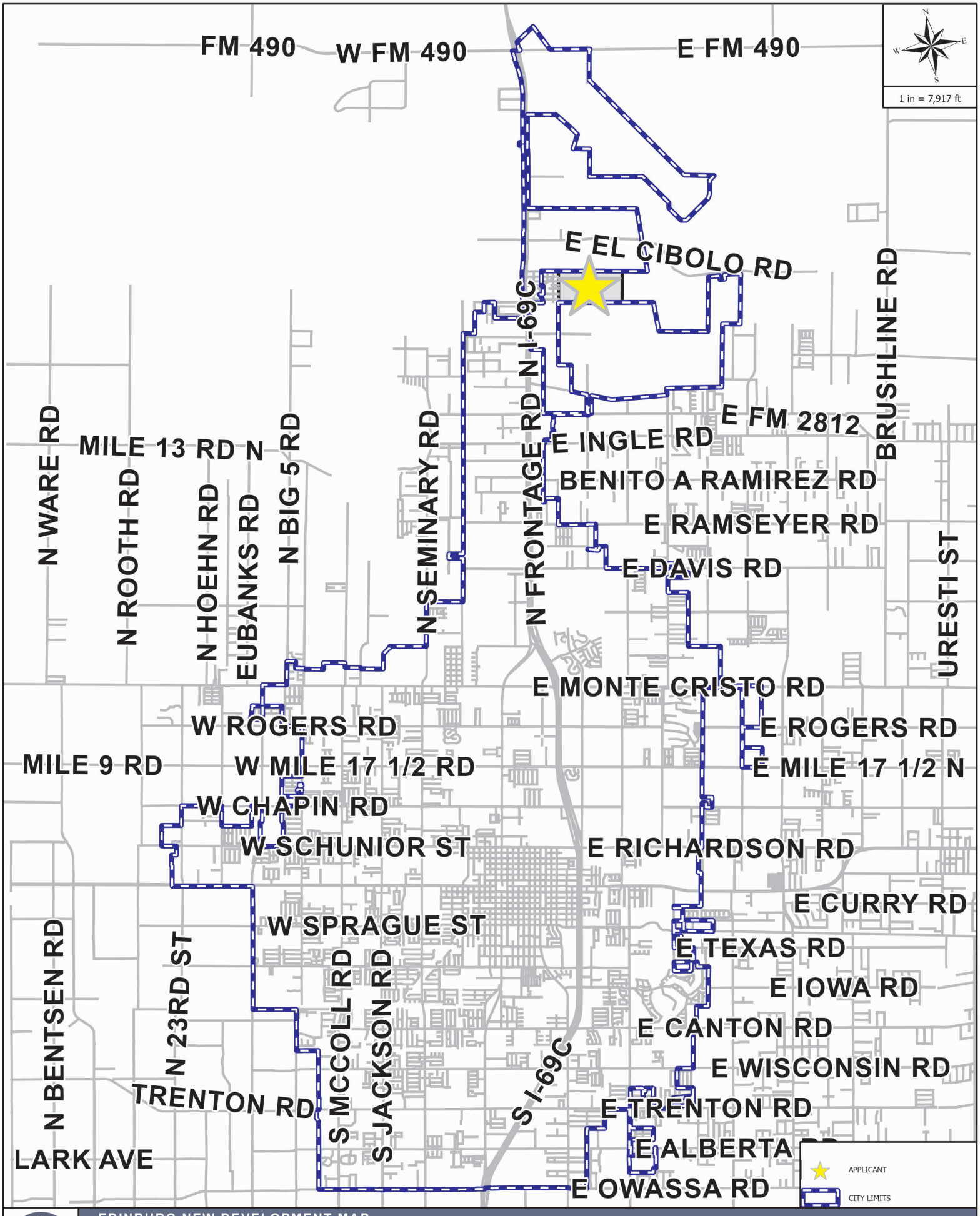
As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. Based on the preceding provisions, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the April 16, 2024 regular meeting.

3. **Staff's Recommendation:**
Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of 199.997 acres, being all of Lots 38 and 39, Baker's Subdivision of the Cucharia Tract, according to the plat thereof recorded in Volume 2, Page 46, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

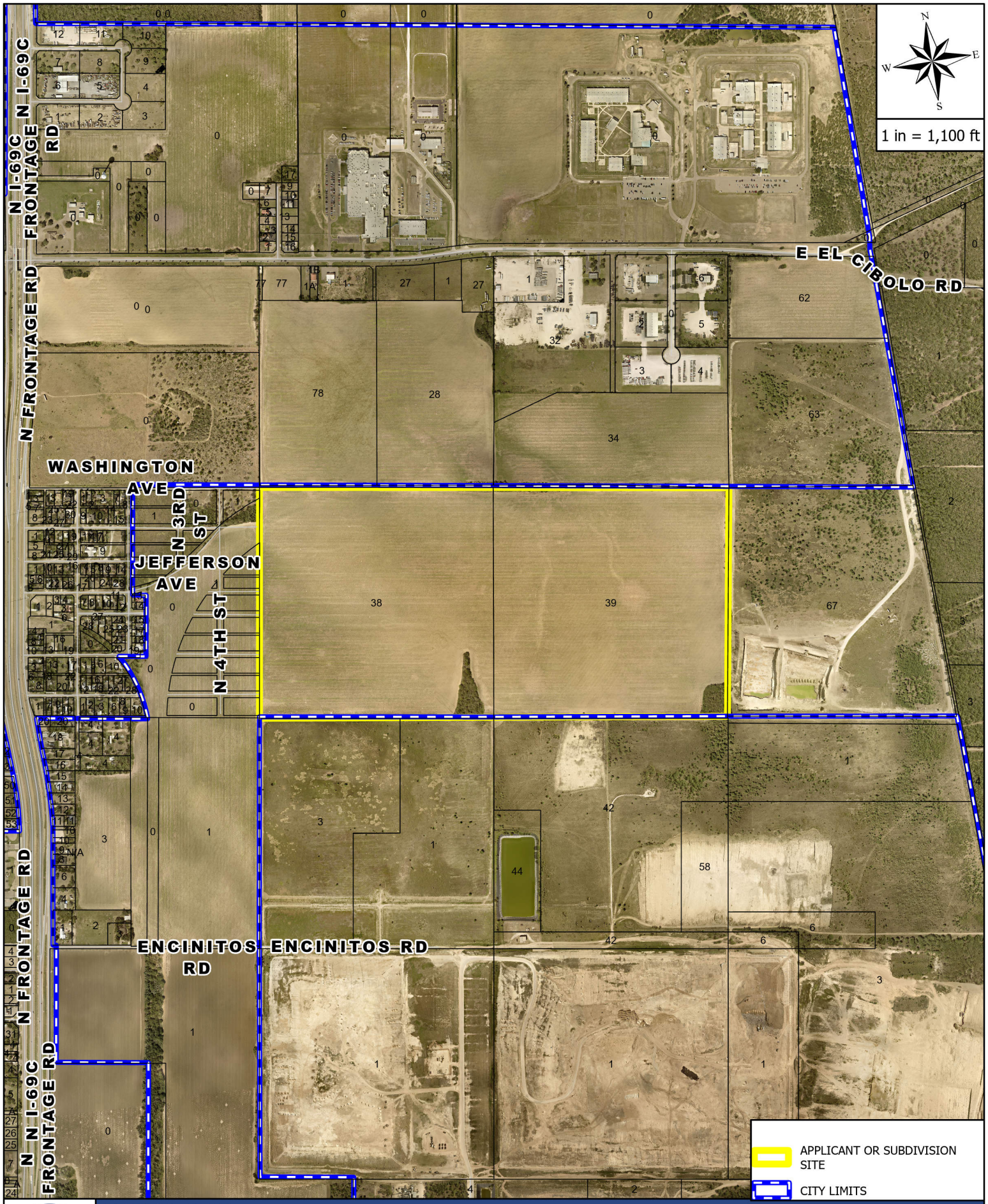
Attachments:
A. City Council Agenda Packet Attachments



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

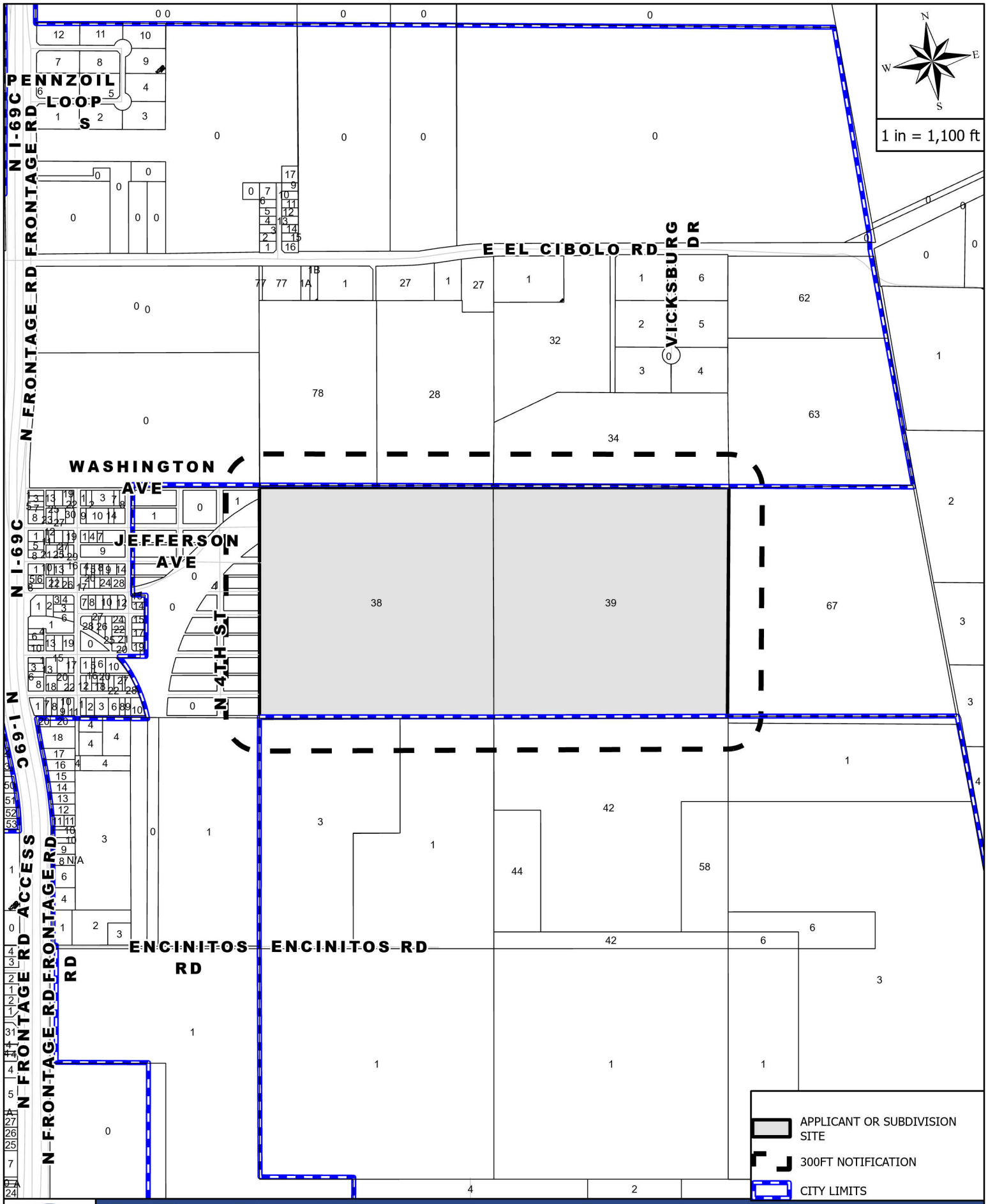
ANNEXATION CITY OF EDINBURG 199.99 ACRES



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNEXATION CITY OF EDINBURG 199.99 ACRES



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ANNEXATION CITY OF EDINBURG 199.99 ACRES

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

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

A tract of land containing 199.997 acres situated in the County of Hidalgo, Texas, being all of Lots 38 and 39, Baker's Subdivision of the Cucharia Tract, according to the plat thereof recorded in Volume 2, Page 46, Hidalgo County Map Records.

Mayra L. Ayala, CM for City of Edinburg
Owner's Name (Print)

Owner (Signature) Date

STATE OF TEXAS
COUNTY OF HIDALGO

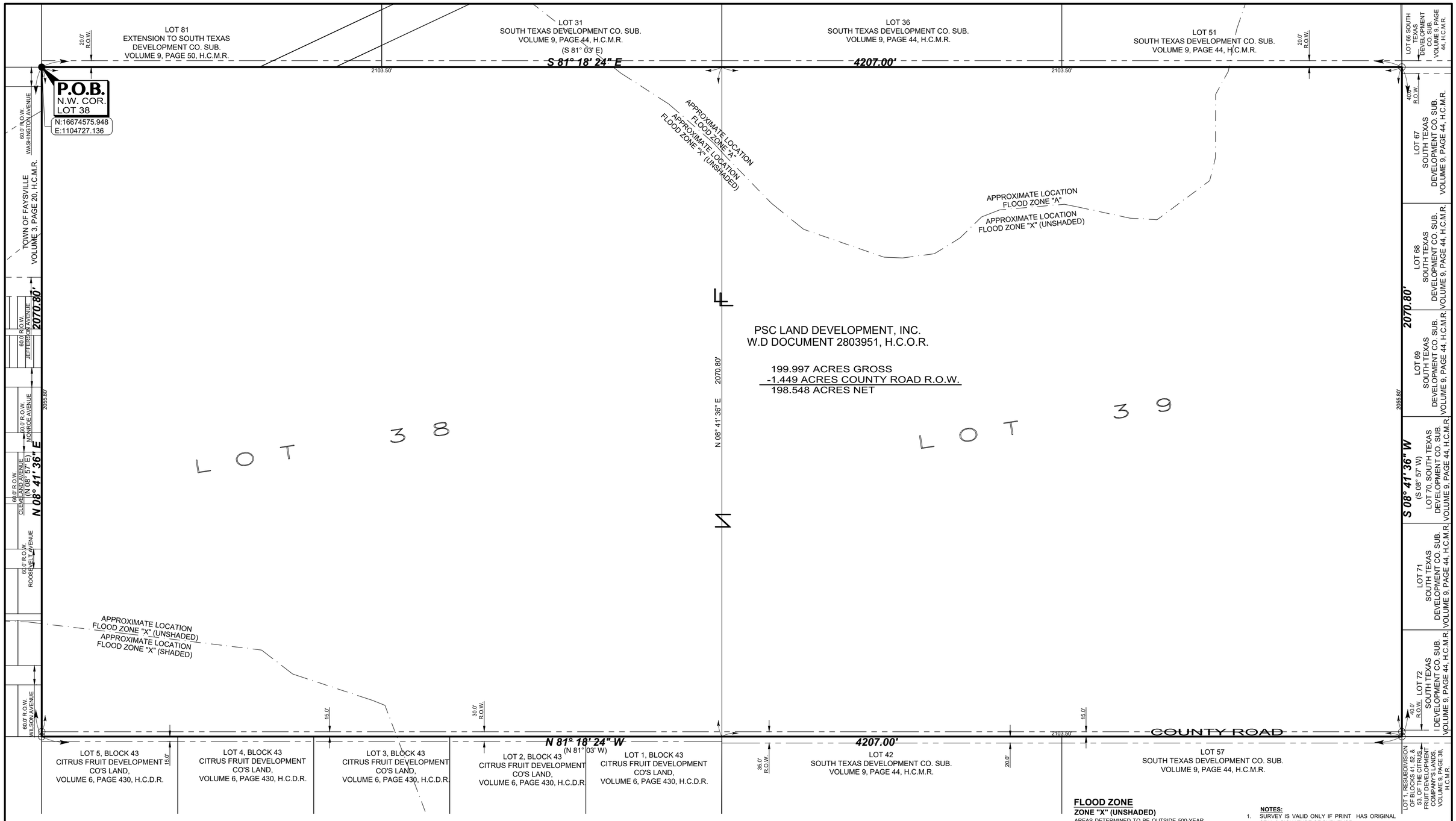
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared _____, whom stated upon his oath the following:

My name is _____, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the _____ day of _____, 20_____ .

Notary Public in and for the State of Texas



PLAT SHOWING 199.997 ACRES BEING ALL OF LOTS 38 AND 39, BAKER'S SUBDIVISION OF THE CUCHARIA TRACT, VOLUME 2, PAGE 46, H.C.M.R. HIDALGO COUNTY, TEXAS

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 11/14/19 UNDER MY DIRECTION AND SUPERVISION.

FRED L. KURTH, RPLS No. 4750 DATE:

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- 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
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- W.D. - WARRANTY DEED
- ( ) - RECORDED PLAT CALLS
- SUB. - SUBDIVISION
- LOT LINE
- SAME OWNER

BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH

SCALE:1"=200'

FLOOD ZONE

ZONE "X" (UNSHADED)

AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

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: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

FLOOD ZONE

ZONE "A"

AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 06, 2000

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

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

PAGE 2 OF 2
DATE: 11/21/19
JOB No. 19654
FILE NAME: 19654
DRAWN BY: J.G.

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

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I:\Surveys\2019\19654\dwg\19654 FOR CLIENT.dwg, Borders, 2/15/2024 12:01:19 PM

November 21, 2019

METES AND BOUNDS DESCRIPTION
199.997 ACRES BEING ALL OF
LOTS 38 AND 39,
BAKER'S SUBDIVISION OF
THE CUCHARIA TRACT,
HIDALGO COUNTY, TEXAS

A tract of land containing 199.997 acres situated in the County of Hidalgo, Texas, being all of Lots 38 and 39, Baker's Subdivision of the Cucharia Tract, according to the plat thereof recorded in Volume 2, Page 46, Hidalgo County Map Records, which said 199.997 acres were conveyed to PSC Land Development, Inc. by virtue of a Warranty Deed recorded under Document Number 2803951, Hidalgo County Official Records, said 199.997 acres being more particularly described as follows:

BEGINNING at a No. 4 rebar found [Northing: 16674575.948, Easting: 1104727.136] at the Northwest corner of said Lot 38 and the Southwest corner of Lot 81, Extension to South Texas Development Co. Subdivision, according to the plat thereof recorded in Volume 9, Page 50, Hidalgo County Map Records, for the Northwest corner of this herein described tract;

1. THENCE, S 81° 18' 24" E (S 81° 03' E plat call) along the North lines of said Lots 38 and 39, the South line of said Lot 81 and the South lines of Lots 31, 36 and 51, South Texas Development Co. Subdivision, according to the plat thereof recorded in Volume 9, Page 44, Hidalgo County Map Records, at a distance of 2,103.50 feet pass the Northeast corner of said Lot 38 and the Northwest corner of said Lot 39, continuing a total distance of 4,207.00 feet to a No. 4 rebar set on the Northeast corner of said Lot 39, the Southeast corner of Lot 51 the Southwest corner of Lot 66 and the Northwest corner of Lot 67, of said South Texas Development Co. Subdivision, for the Northeast corner of this tract;

2. THENCE, S 08° 41' 36" W (S 08° 57' W plat call) a distance along the West lines of Lots 67, 68, 69, 70, 71 and 72 of said South Texas Development Co. Subdivision, at a distance of 2,055.80 feet pass a No. 4 rebar set on the North right-of-way line of a County Road, continuing a total distance of 2,070.80 feet to a No. 4 rebar set at the Southeast corner of said Lot 39, the Southwest corner of Lot 72, the Northeast corner of Lot 57, of said South Texas Development Co. Subdivision, and the Northwest corner of Lot 1, Resubdivision of Blocks 41, 52 & 53, of The Citrus Fruit Development Company's Lands, according to the plat thereof recorded in Volume 9, Page 38, Hidalgo County Map Records, for the Southeast corner of this tract;

3. THENCE, N 81° 18' 24" W (N 81° 03' W plat call) along the South lines of said Lots 38 and 39, the North lines of Lots 42 and 57, of said South Texas Development Co. Subdivision, and the North lines of Lots 1, 2, 3, 4 and 5, Block 43, Citrus Fruit Development Co's Land, according to the plat thereof recorded in Volume 6, Page 430, Hidalgo County Deed Records, at a distance of 2,103.50 feet pass the Southwest corner of said Lot 39, the Northwest corner of Lot 42 and the Northeast corner of said Lot 1, Block 43, continuing a total distance of 4,207.00 feet to a No. 4 rebar set on the Southwest corner of said Lot 38, the Northeast corner of said Lot 5, Block 43 and the Southwest corner of Town of Faysville Subdivision, according to the plat thereof recorded in Volume 3, Page 20, Hidalgo County Map Records, for the Southwest corner of this tract;

4. THENCE, N 08° 41' 36" E (N 08° 57' E plat call) along the East line of said Lot 38, and the West line of said Town of Faysville Subdivision at a distance of 15.00 feet pass a No. 4 rebar set on the North right-of-way line of a County Road, continuing a total distance of 2,070.80 feet to the POINT OF BEGINNING and containing 199.997 acres, of which 1.449 acres lie within the existing right-of-way of a County Road, leaving a net of 198.548 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 11/14/19 UNDER MY DIRECTION AND SUPERVISION.

FRED L. KURTH, R.P.L.S. #4750 DATE: 11-21-19

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 16, 2024 April 02, 2024	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
April 02, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for April 16, 2024. (14 days)	TGC 43.0671
March 22, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **March 22, 2024**, for publication **March 27, 2024** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
March 27, 2024	Legal notice for Public Hearing Published for the date of **April 16, 2024** (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
April 16, 2024	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
April 16, 2024	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
PUBLIC HEARINGS
Agenda Item No: 7.G.
Petition: Voluntary Annexation City of Edinburg

1. **Agenda Item:**
Hold Public Hearing and Consider the Petition Providing for the Voluntary Annexation of All of Share 4 Containing 125.17 Acres, Tract of Land Out of Mutual Partition of Tract 158 San Salvador Del Tule Grant, as Per Map or Plat Thereof Recorded in Volume 16, Page 11, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas, Being Located at 8601 North Jasman Road, as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 125.17-acre tract is currently vacant and is located at 8601 North Jasman Road and will be an addition to the current landfill to the City of Edinburg. Utility services are provided by City of Edinburg Sewer and Water. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste, and other City Departments will be provided.

Should the petition be approved it will allow for the annexation of properties owned by the City for its landfill development will be scheduled for consideration by City Council on April 16, 2024.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter.

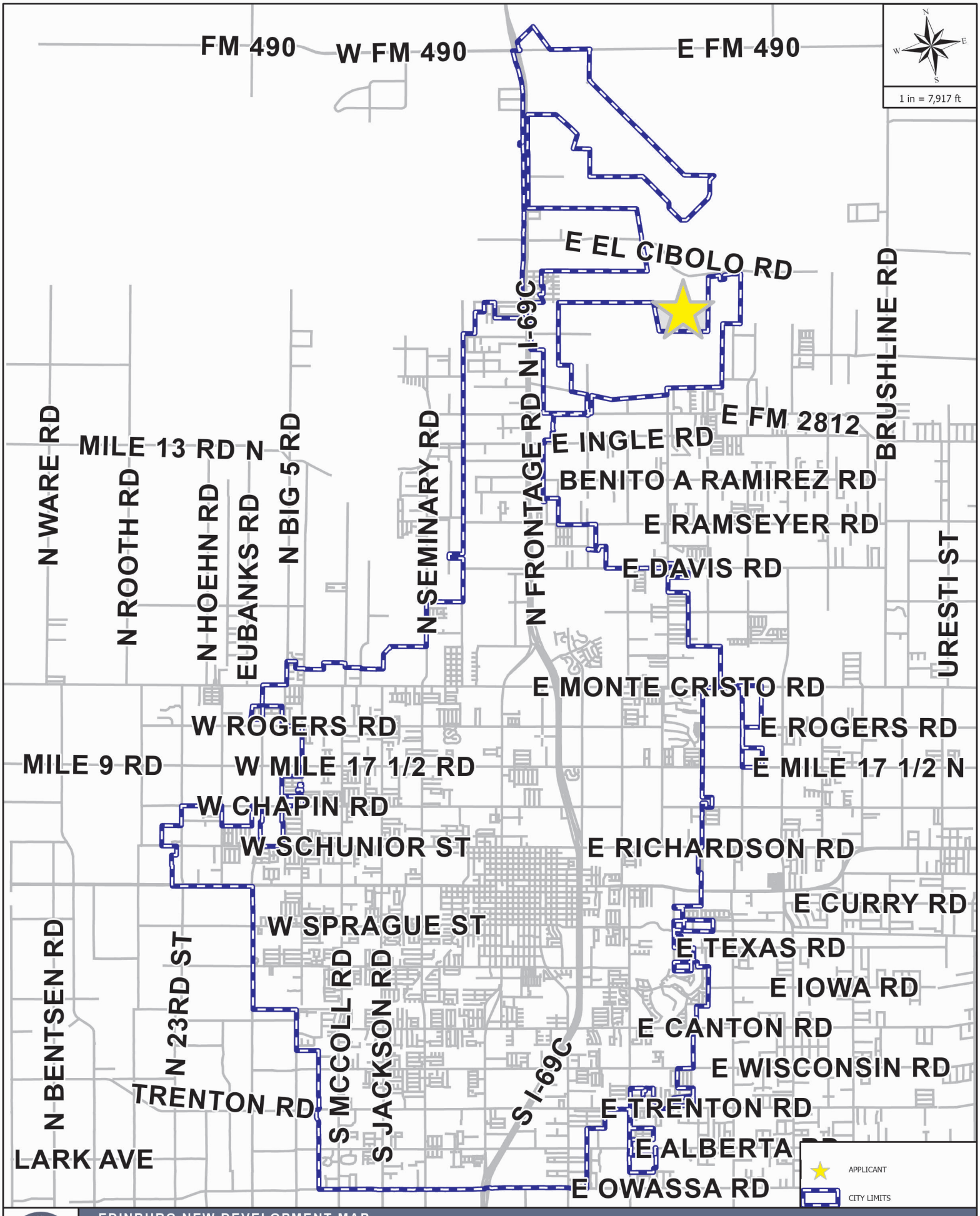
As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may by ordinance annex such territory. Based on the preceding provisions, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the April 16, 2024 regular meeting.

3. **Staff's Recommendation:**
Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of All of Share 4 Containing 125.17 acres, Tract of Land out of Mutual Partition of Tract 158 San Salvador Del Tule Grant, As Per Map or Plat Thereof Recorded in Volume 16, Page 11, Maps of Records in the Office of the County Clerk of Hidalgo County, Texas.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

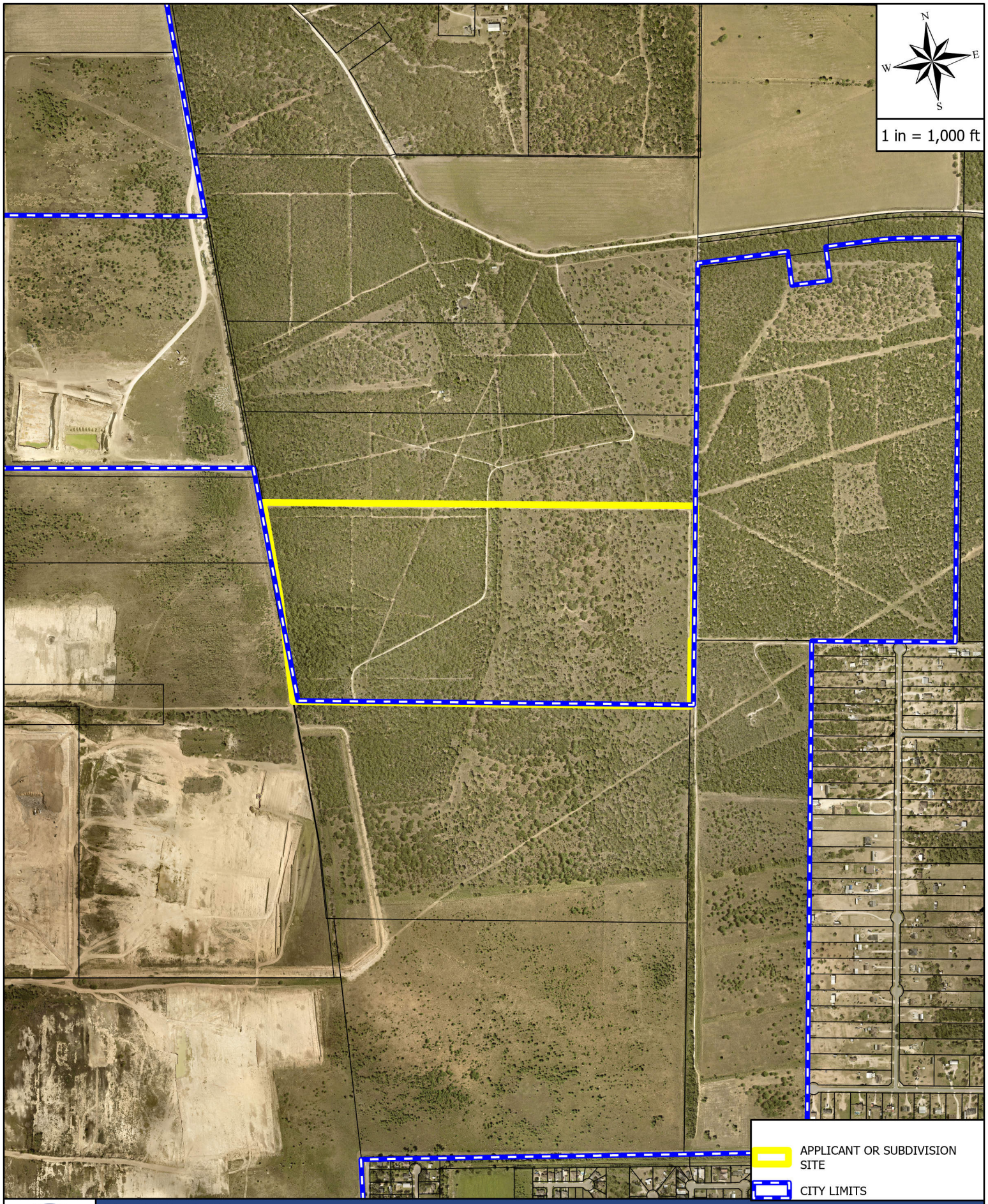
Attachments:
A. City Council Agenda Packet Attachments



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

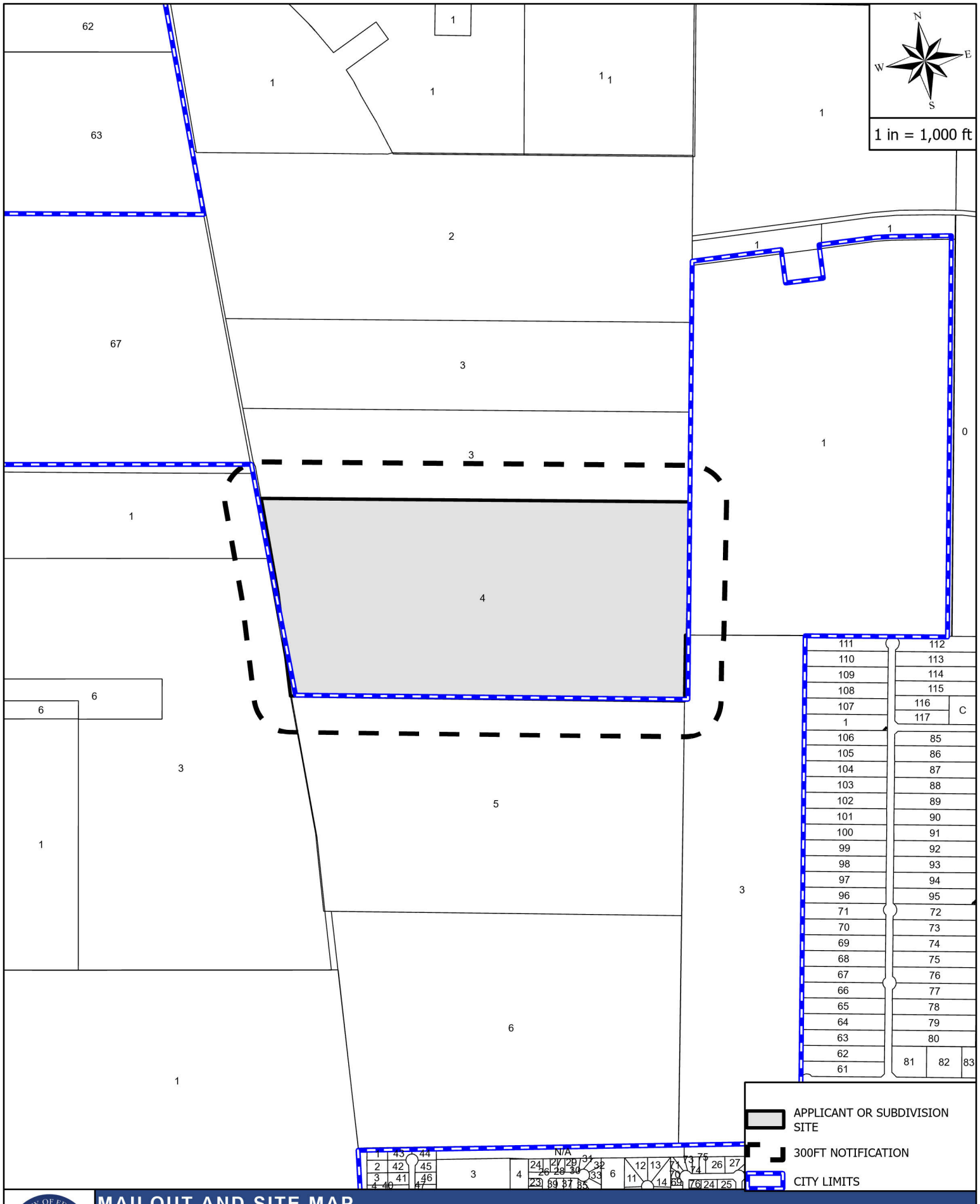
125.17AC CITY OF EDINBURG



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

125.17AC CITY OF EDINBURG



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

125.17AC CITY OF EDINBURG

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

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

ALL OF SHARE 4 CONTAINING 125.17 ACRE (5,452,285.15 SQ. FT.), TRACT OF LAND OUT OF MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS,

Mayra L. Ayala, CM for City of Edinburg
Owner's Name (Print)

Owner (Signature) Date

STATE OF TEXAS
COUNTY OF HIDALGO

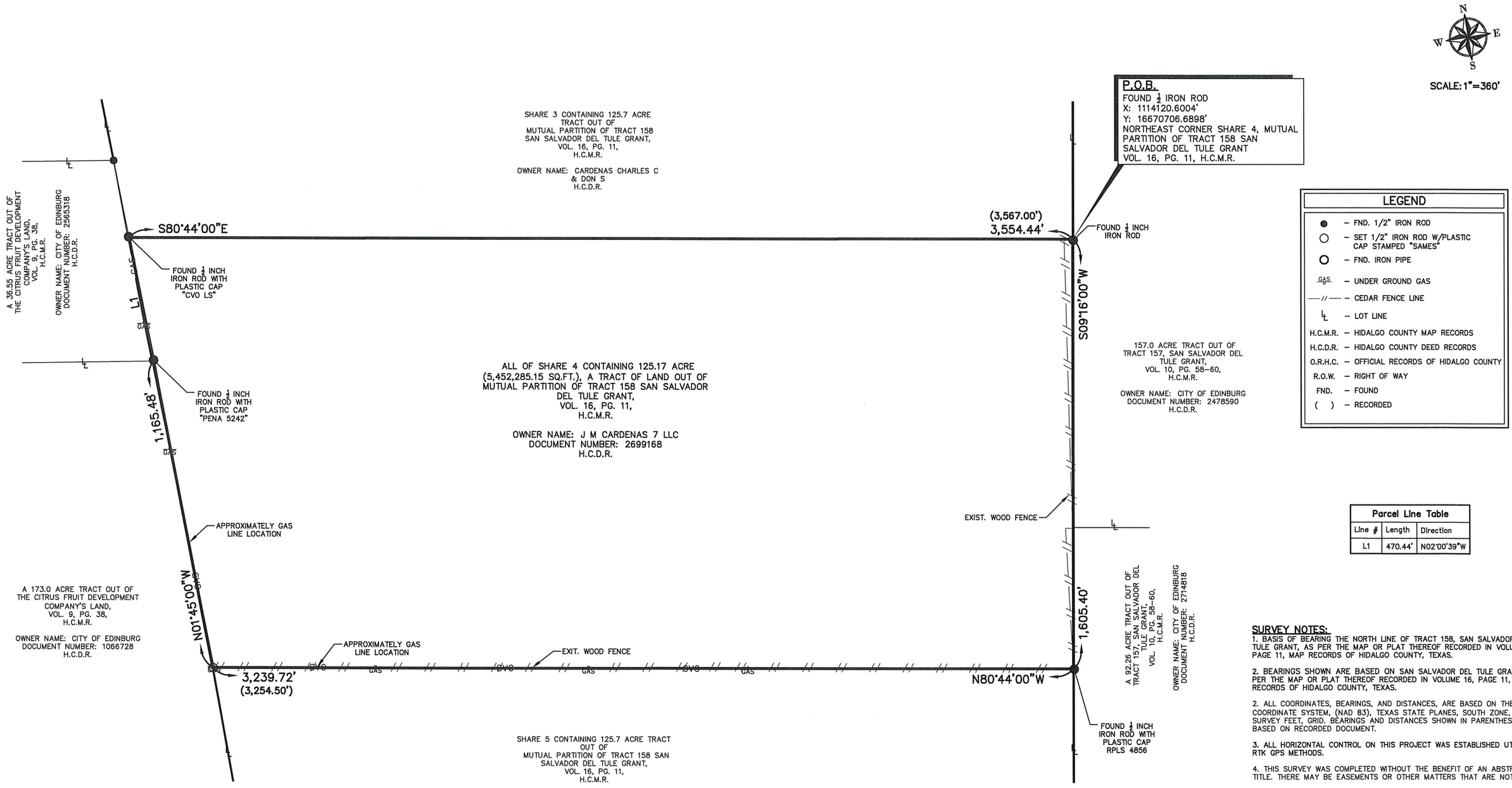
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared _____, whom stated upon his oath the following:

My name is _____, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the _____ day of _____, 20_____ .

Notary Public in and for the State of Texas



Parcel Line Table		
Line #	Length	Direction
L1	470.44'	N02°00'39"W

SURVEY NOTES:

1. BASIS OF BEARING THE NORTH LINE OF TRACT 158, SAN SALVADOR DEL TULE GRANT, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. BEARINGS SHOWN ARE BASED ON SAN SALVADOR DEL TULE GRANT, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.

3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.

4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

5. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.

PLAT SHOWING

ALL OF SHARE 4 CONTAINING 125.17 ACRE (5,452,285.15 SQ.FT.), TRACT OF LAND OUT OF MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

ADDRESS: CIBOLO ROAD SHARE 4, EDINBURG TEXAS
SURVEYED: DECEMBER 14, 2020
REQUESTED BY: DALINDA L. CARDENAS – ADMINISTRATIVE SPECIALIST SOLID WASTE MANAGEMENT.

FLOOD ZONE DESIGNATION: "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.

COMMUNITY–PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

12/22/2020

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL
LAND SURVEYOR

JOB NUMBER	DRAWN BY	RVWD. BY	DATE
SUR 20.650	E.H.	S.D.M.	12/23/2020

SHEET 1 OF 3: SURVEY PLAT

SAMES
SAM Engineering & Surveying
200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880
MCALLEN, TEXAS 78501 FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00

SAM Engineering and Surveying
SAMES
SAM ENGINEERING & SURVEYING INC.
Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10TH St. Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

METES & BOUNDS DESCRIPTION
ALL OF SHARE 4 CONTAINING 125.17 ACRE (5,452,285.15 SQ. FT.),
TRACT OF LAND OUT OF MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT,
THEREOF RECORDED IN VOLUME 16, PAGE 11,
MAP RECORDS, HIDALGO COUNTY, TEXAS.

ALL OF SHARE 4 CONTAINING 125.17 ACRE (5,452.285.15 SQ. FT.), TRACT OF LAND MORE OR LESS, OUT OF MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS, THEREOF CONVEYED TO J M CARDENAS 7 LCC, IN EXECUTOR'S DEED DOCUMENT NUMBER 2699168, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS;

BEGINNING; AT A FOUND 1/2 INCH ROD, FOR THE NORTHEAST CORNER OF SHARE 4, MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING THE **POINT OF BEGINNING**, HAVING A GRID COORDINATE OF X=1114120.6004', Y=16670706.6898', ALSO BEING THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 09°16'00" WEST, ALONG WITH WEST LINE OF A 157.0 ACRE TRACT, THERE OF CONVEYED TO CITY OF EDINBURG, RECORDED IN DOCUMENT NUMBER 2478590, HIDALGO COUNTY DEED RECORDS, A DISTANCE OF 1,605.40 FEET, TO A FOUND, 1/2 INCH ROD WITH A PLASTIC CAP STAMPED "RPLS 4856", FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 80°44'00" WEST, ALONG THE NORTH LINE OF SHARE 5, MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, RECORDED IN VOLUME 16, PAGE 11, THEREOF CONVEYED TO CITY OF EDINBURG, RECORDED IN DOCUMENT NUMBER 2552869, A DISTANCE OF 3,239.72 FEET (3,567.00 FEET), TO A SET HALF (1/2) INCH ROD WITH A PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°45'00" WEST, ALONG THE EAST LINE OF A 173.0 ACRE TRACT, THERE OF CONVEYED TO CITY OF EDINBURG, RECORDED IN DOCUMENT NUMBER 1066728, HIDALGO COUNTY DEED RECORDS, A DISTANCE OF 1,165.48 FEET, TO A FOUND 1/2 INCH ROD WITH A PLASTIC CAP STAMPED "PENA 5242", TO A POINT;

THENCE; NORTH 02°00'39" WEST, ALONG THE EAST LINE OF A 36.55 ACRE TRACT, THEREOF CONVEYED TO CITY OF EDINBURG, RECORDED IN DOCUMENT NUMBER 2565318, A DISTANCE OF 470.44 FEET, TO A FOUND 1/2 INCH ROD WITH A PLASTIC CAP STAMPED "CVO LS", FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

SAM Engineering and **S**urveying

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10TH St. Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

THENCE; SOUTH 80°44'00" EAST, ALONG THE SOUTH LINE OF SHARE 3, MUTUAL PARTITION OF TRACT 158 SAN SALVADOR DEL TULE GRANT, THEREOF CONVEYED TO CARDENAS CHARLES C, RECORDED IN HIDALGO COUNTY DEED RECORDS, A DISTANCE OF 3,554.44 FEET (3,567.00 FEET), TO **THE POINT OF BEGINNING,** CONTAINING A 125.17 ACRE (5,452,285.15 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D. MALDONADO, CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

12/22/2020

SAMUEL D. MALDONADO **DATE**
REGISTERED PROFESSIONAL LAND SURVEY No. 6027

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 16, 2024 April 02, 2024	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
April 02, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for April 16, 2024. (14 days)	TGC 43.0671
March 22, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **March 22, 2024**, for publication **March 27, 2024** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
March 27, 2024	Legal notice for Public Hearing Published for the date of **April 16, 2024** (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
April 16, 2024	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
April 16, 2024	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
VARIANCE
Agenda Item No: 8.A.
Variance Request - Melden & Hunt Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203-1, Right-of-Way & Paving Width, Benitez Ranch Subdivision, Being 4.98 Acres Out of Lot 14, Section 233, Tex-Mex Railway Company Subdivision, Located at 1013 North Depot Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the west side of North Depot Road, and 980 feet north of West Schunior, and is within the City of Edinburg, City Limits. The 4.98 acre tract is currently vacant. The proposed development is for a single family residential. The property is currently undergoing subdivision review under the name Benitez Ranch Subdivision and is a one (1) lot subdivision. Melden & Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.203-1 Right-of-Way & Paving Width This requested variance is to Article 5, Section 5.203-1 as it applies to road widening dedication and costs. The developer is required to either escrow, or widen and improve North Depot Road for this plat. The developer is requesting to not escrow, or widen and pave North Depot Road, but will dedicate the required right of way for future expansion. UDC Section 5.203-1 requires dedication of Right of Way to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) classification standard. RGVMPO has North Depot Road classified as a Principal Arterial right of way which is a required total of 120 ft. The developer is required to have ½ of the 120 ft. from center line meaning only 60 ft. is required for this property. The developer plans to construct sidewalks at permitting stage. The estimated cost of construction for the total of 164.5 linear feet of frontage is approximately $18,712.25.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Variance Request with the condition the Right of Way be dedicated to the City of Edinburg.

3. **Staff's Recommendation:**
Staff recommends approval of the variance request with the condition the right of way be dedicated to the City of Edinburg. The widening in this area will move along sooner if the city has help in completing this piece or escrowing for now. The applicant will dedicate the right of way required during the subdivision review process.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments

Sec. 5.203, Streets Cross Sections

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

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

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

Table 5.203-1

Right-of-Way Widths[1]

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

TABLE NOTES:

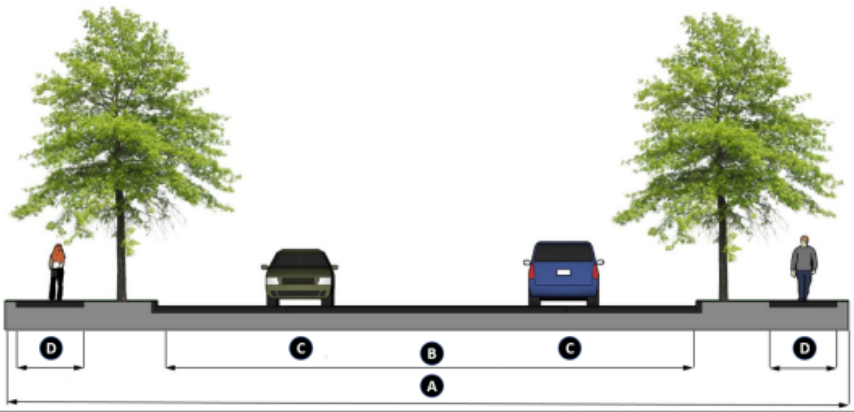
[1]Refer to the City Standards Manual Street Details for more information.

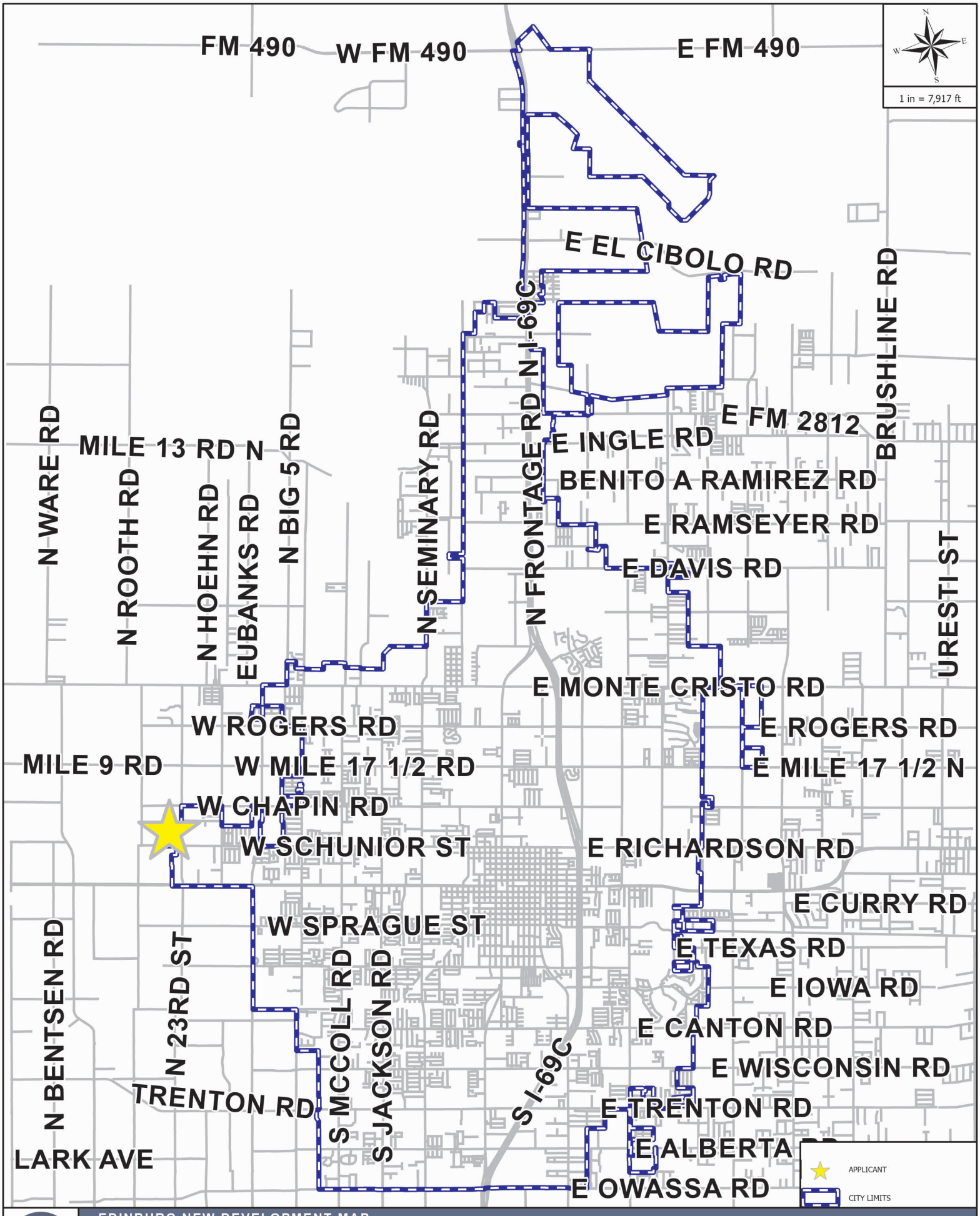
[2]From back-of-curb to back-of-curb.

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

Figure 5.203-1

Sample Right-of-Way Cross-Section

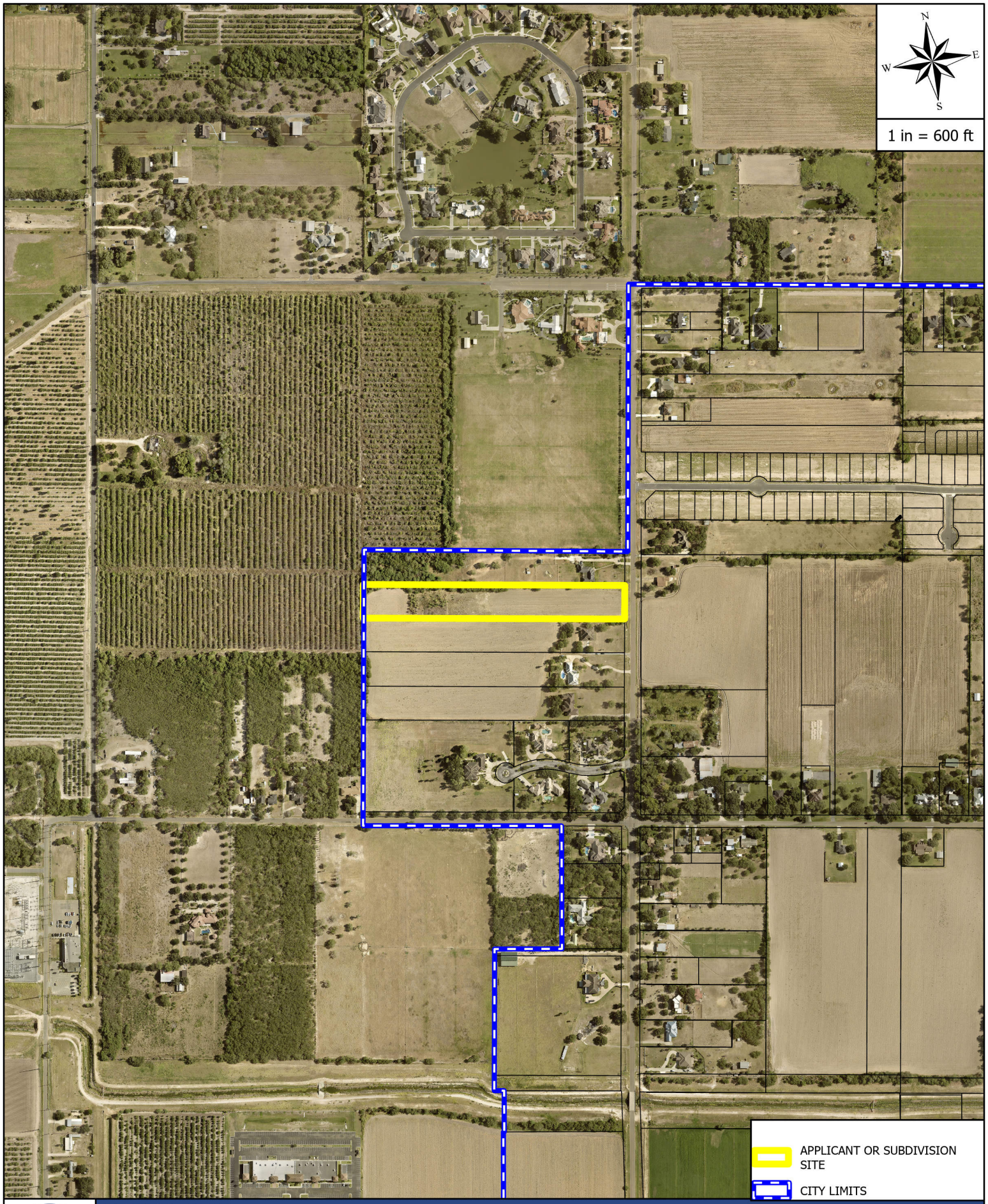




EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

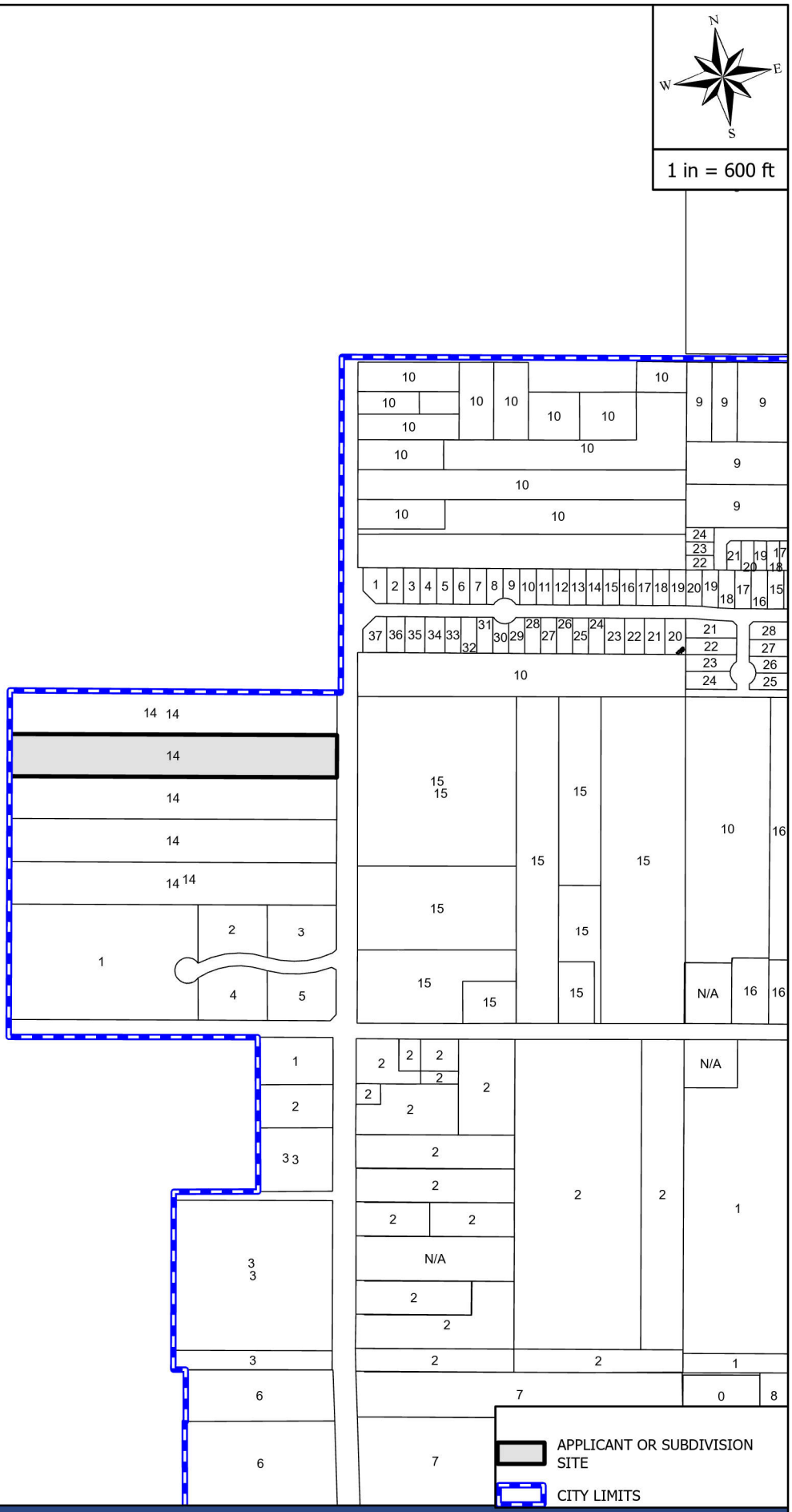
BENITEZ RANCH SUBDIVISION



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

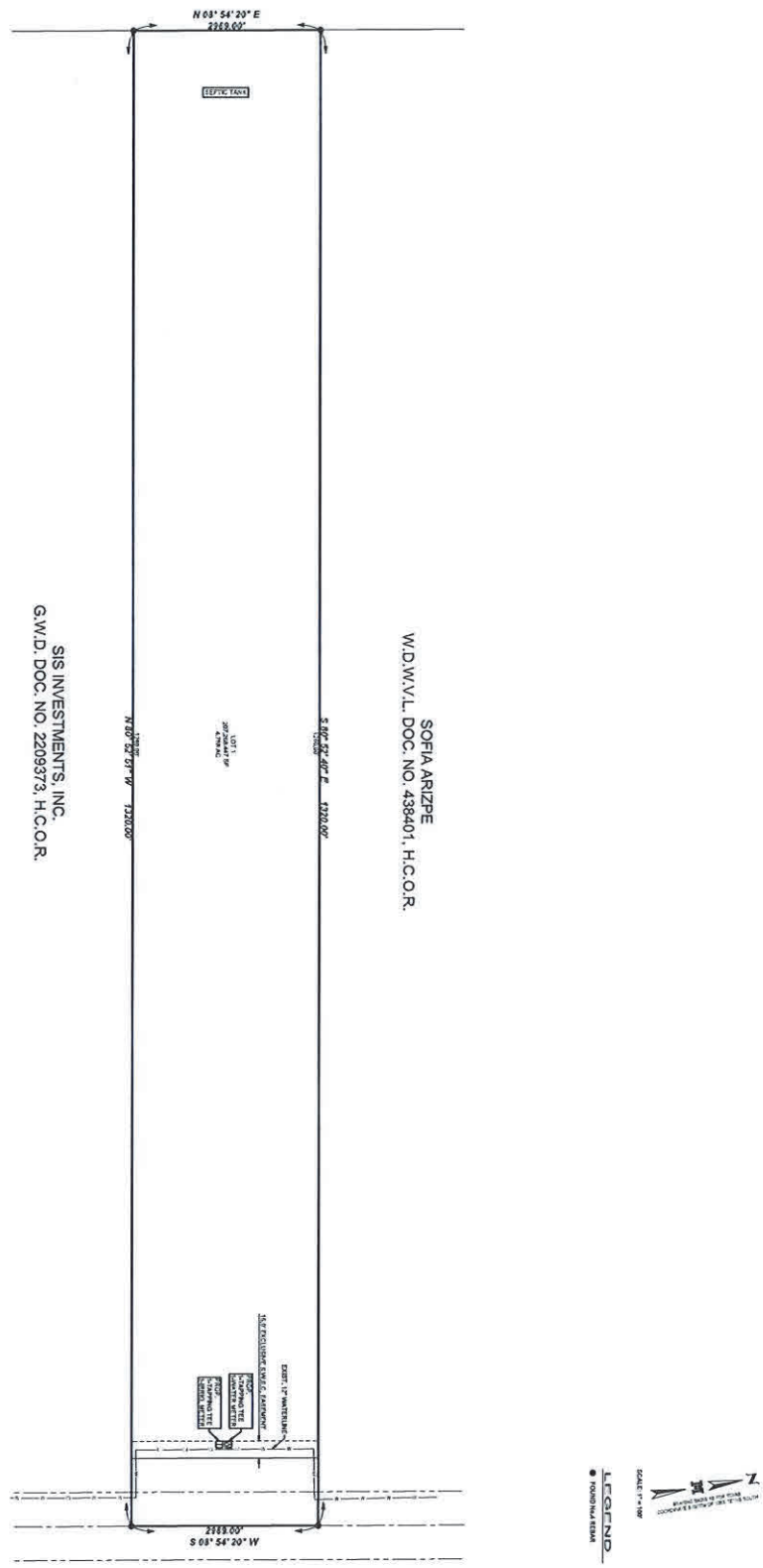
BENITEZ RANCH SUBDIVISION



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

BENITEZ RANCH SUBDIVISION



SHEET 1 OF 1	File Name XXXXXXXXX	UTILITY LAYOUT	BENITEZ RANCH SUBDIVISION EDINBURG, TEXAS	ENG. TECH. EM PROJECT ENG. M.A.R. T-BOOK P.G. 1. RELEASE DATE 2. RELEASE DATE 3. RELEASE DATE SCALE AS SHOWN	REVISION / DATE / BY MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS 115 W. McINTYRE • EDINBURG, TX 78541 PH (956) 381-0981 • FAX (956) 381-1839 ESTABLISHED 1947 • www.meldenandhunt.com TBPLS No. 10018500

JOB No. 19156.00

Case # VAR-2024-0213

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

Subdivision Appeals / Variance Application

Submittal Date: **February 5, 2024**

Legal Description:

4.985 Acres out of Lot 14, Section 233, Tex-Mex Railway Company Subdivision, Volume 1, Page 12, H.C.M.R City of Edinburg, Hidalgo County, Texas

Variance Requested (Identify section of code for which variance is being requested):

Subdivision Design Standards, Section 5.203 Street Cross Sections – Right-of Way and Pavement Width – Street Widening

Reason for Request:

The reason the developer/owner is asking for a variance is that this property is going to be their personal homestead and not a full blown development. There will not be excess vehicular traffic coming from the subdivision. The developer/owner is going to construct their residential home on the property and install sidewalks during the building permit stage.

Rosendo Benitez and Stephanie Villanueva-Benitez	**Melden & Hunt, Inc.**
Property Owner (Print legibly or type)	Applicant / Agent (Print legibly or type)
3528 Buddy Owens Boulevard	**115 West McIntyre Street**
Address	Address
McAllen, Texas 78504	**Edinburg, Texas 78541**
City, State, Zip	City, State, Zip
(956) 381-0981	**(956) 381-0981**
Telephone	Telephone
c/o mario@meldenandhunt.com	**mario@meldenandhunt.com / beto@meldenandhunt.com / drobles@meldenandhunt.com**
Email address	Email address
Signature	Signature

$450 Application Fee: _____

Received By: Adan E Hinojo

RECEIVED
FEB 05 2024
By _____

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

Revised 3/6/2024

ENGINEER'S ESTIMATE - ROAD WIDENING
BENITEZ RANCH

PAVING IMPROVEMENTS (ROAD WIDENING N Depot RD):

1.	Excavation & grading	384	SY	$	3.50	$ 1,344.00
2.	Subgrade preparation	384	SY	$	2.75	$ 1,056.00
3.	5% Lime	10	TNS	$	280.00	$ 2,677.25
4.	10" Compacted crushed caliche base with prime coat	384	SY	$	13.50	$ 5,184.00
5.	3" Hot mix asphaltic concrete w/tack coat	366	SY	$	15.00	$ 5,490.00
6.	24" Curb & gutter	165	LF	$	18.00	$ 2,961.00
Total Paving Improvements:						$ 18,712.25
TOTAL PAVING IMPROVEMENTS: (ROAD WIDENING)						**$ 18,712.25**

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

Mario A. Reyna, P.E.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
ORDINANCES
Agenda Item No: 9.A.
Ordinance: Voluntary Annexation Rio Delta Engineering

1. **Agenda Item:**
Consider Ordinance Providing for the Voluntary Annexation of 12.79 Acres Being a Part or Portion Out of Lot 12 and All of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, According to the Plat Thereof Recorded in Volume 9, Page 3, Maps Records in the Office of the County Clerk of Hidalgo, Texas, Being Located at 4918 North Doolittle Road, as Requested by Rio Delta Engineering on Behalf of Copper Cove Subdivision, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 12.79-acre tract is currently occupied by an RV and vacant land. The proposed development is located 939.57 feet south of East Davis Road. Water Services will be provided by North Alamo Water Supply Corporation CCN and Sewer Services will be provided by City of Edinburg. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Preliminary Plat application for Copper Cove Subdivision at the subject property for a single-family development and was approved by the Planning and Zoning Commission on March 12, 2024.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter.

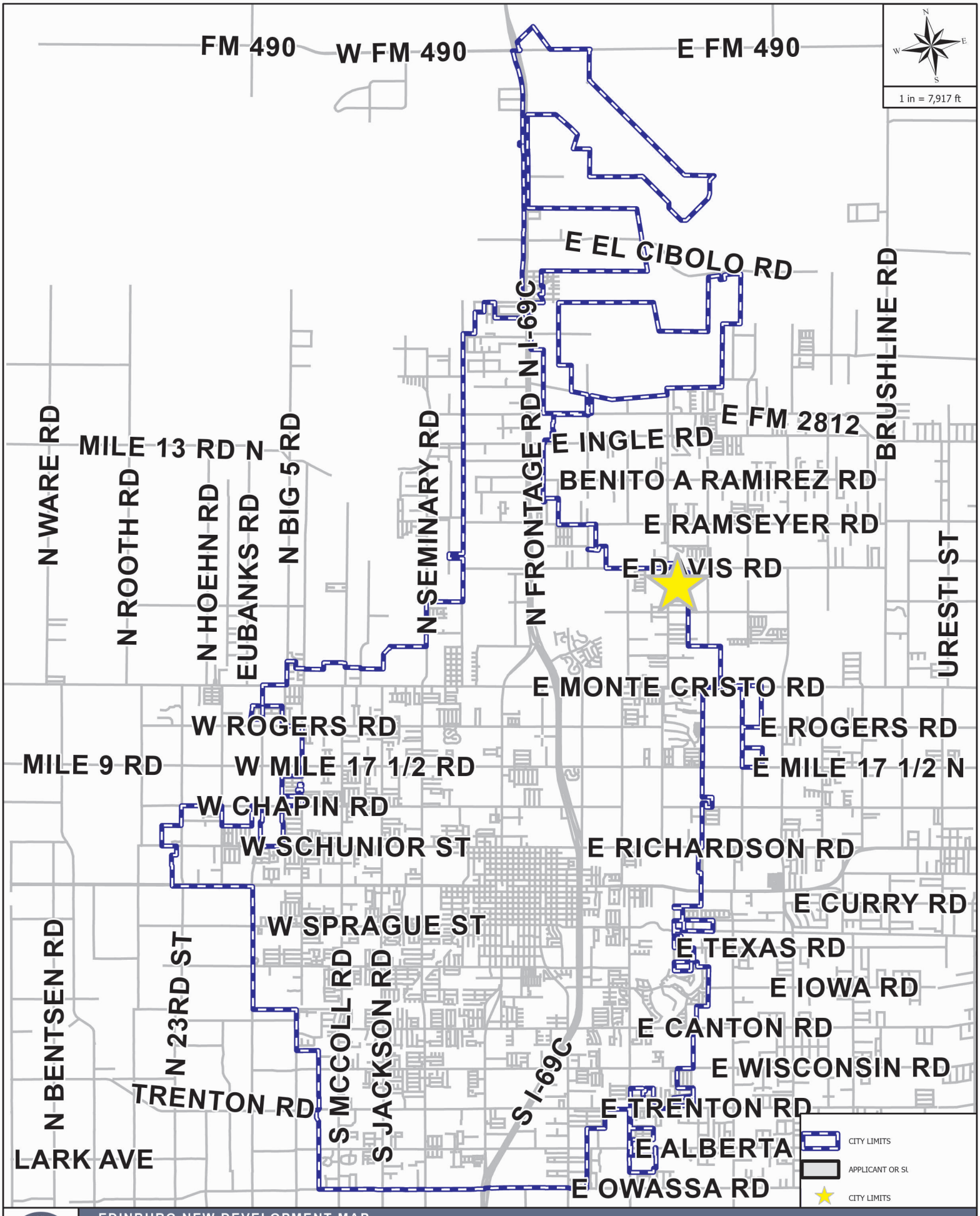
As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may be ordinance annex such territory. Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the October 17, 2023 regular meeting.

3. **Staff's Recommendation:**
Staff recommends approval of the Ordiannce for the Voluntary Annexation of 12.79 acres being a part or portion out of Lot 12 and all of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, According to the plat thereof recorded in Volume 9, Page 3, Maps Records in the Office of the County Clerk of Hidalgo, Texas.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

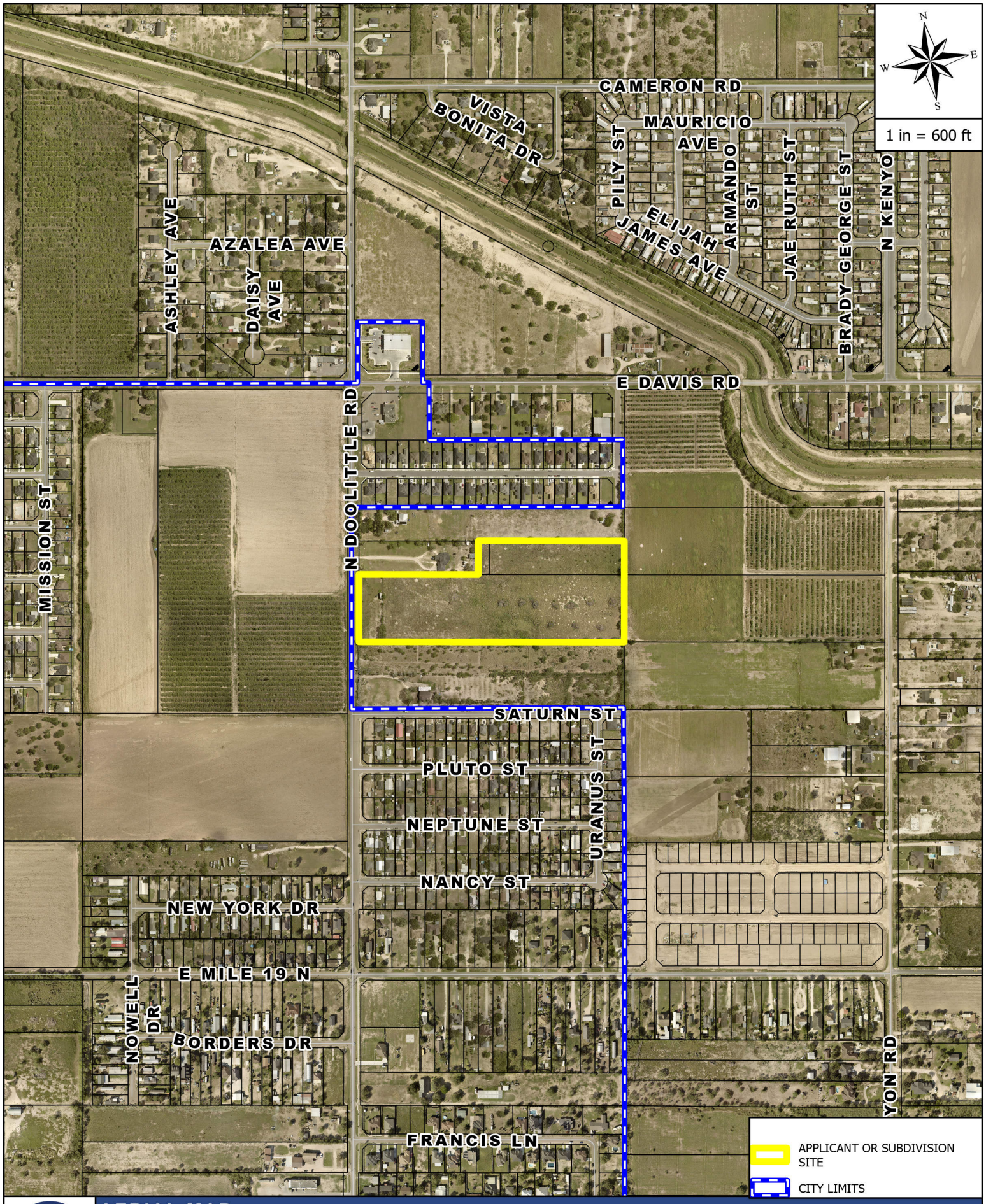
Attachments:
A. City Council Agenda Packet Attachments
B. Ordinance
C. Ordinance Attachments Exhibit A & B



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

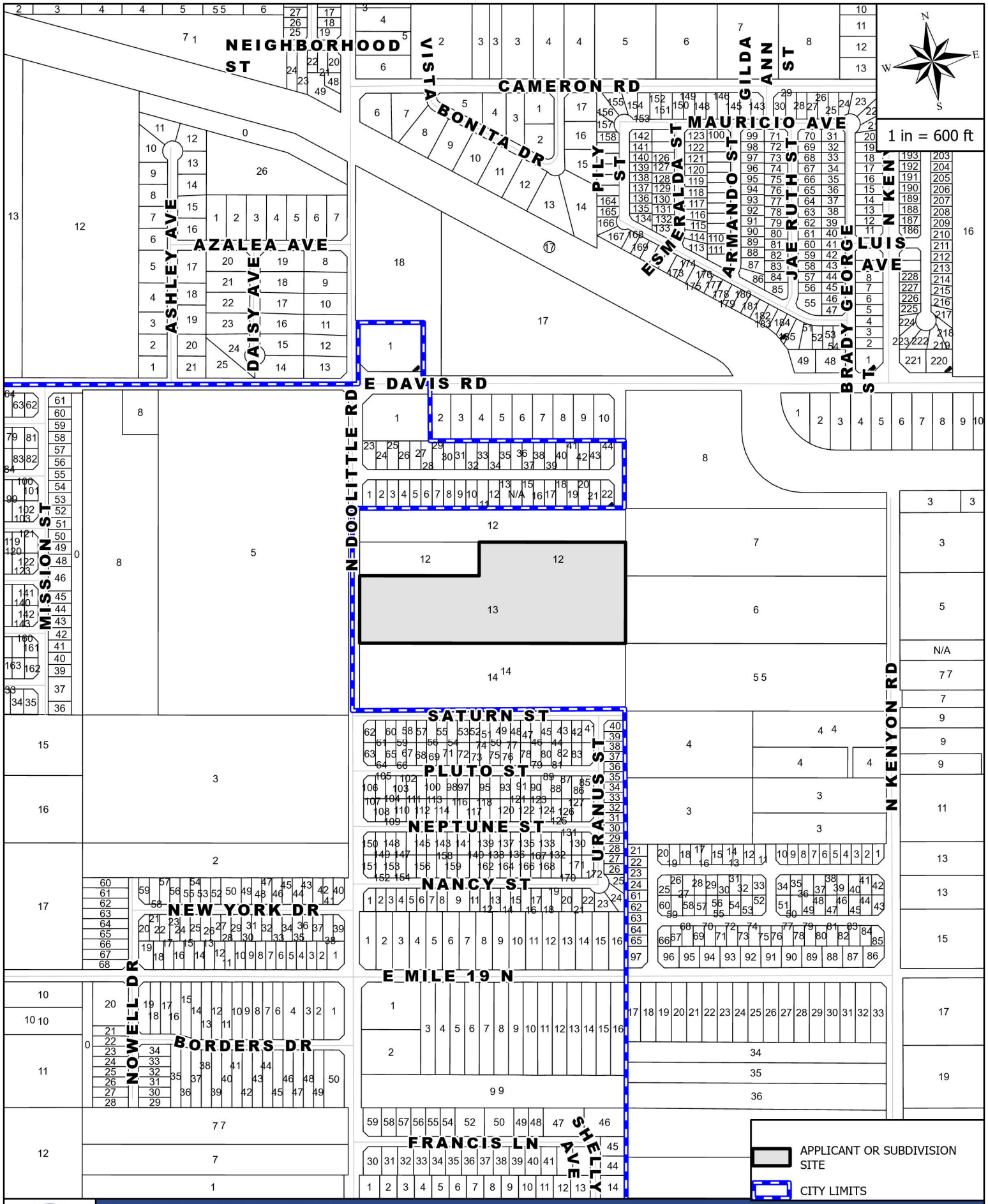
ANNEXATION - COPPER COVE



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNEXATION - COPPER COVE



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ANNEXATION - COPPER COVE

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

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

12.79 ACRES BEING A PART OR PORTION OUT OF LOT 12 AND ALL OF LOT 13, BLOCK 7, SANTA CRUZ GARDENS UNIT NO.3, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

Justin Saenz
Owner's Name (Print)

Justin Saenz
Owner (Signature)

2-14-2024
Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUSTIN SAENZ, whom stated upon his oath the following:

My name is JUSTIN SAENZ***, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.***

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 14 day of Feb, 20 24.

Julissa R Cantu
Notary Public in and for the State of Texas

JULISSA R. CANTU
Notary Public, State of Texas
Comm. Expires 03-10-2027
Notary ID 124492904

JULISSA R. CANTU
Notary Public, State of Texas
Comm. Expires 03-10-2027
Notary ID 12449290

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

RECEIVED
FEB 05 2024
By

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE # ANNX-2024-0013

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

12.79 ACRES BEING A PART OR PORTION OUT OF LOT 12 AND ALL OF LOT 13, BLOCK 7, SANTA CRUZ GARDENS UNIT NO.3, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

RAMON SAENZ JR
Owner's Name (Print)

Owner (Signature)

1-24-24
Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RAMON SAENZ JR, whom stated upon his oath the following:

My name is RAMON SAENZ JR ***, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.***

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 24 day of January, 20 24 .

Notary Public in and for the State of Texas

JULISSA R. CANTU
Notary Public, State of Texas
Comm. Expires 03-10-2027
Notary ID 124492904

EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 2.71 ACRES
OUT OF LOT 12, BLOCK 7
SANTA CRUZ GARDENS, UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY
TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 5/8" IRON ROD FOUND
- NAIL FOUND
- NAIL SET
- FENCE CORNER
- CALCULATED POINT
- XXXX MEASURED
- (XXXX) MAP CALL, (VOL. 9, PG.3, M.R.H.C.)

SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

EXIST. 80.00' R.O.W.
EXIST. 50.00' R.O.W.
ERICA LANE
50.00'
VILLAS DE SANTA CRUZ UNIT NO. 2 SUBDIVISION
INSTRUMENT No. 3016916, O.R.H.C.
EXIST. IRRIGATION LINE
N81° 21' 54"W 1331.55'
(S81°37'E 1332')
NORTH 1/2
SALOME M. BARRIENTOS AND WIFE,
BLANCA ESTRELLA BARRIENTOS
DOCUMENT No. 386212, O.R.H.C.
S8° 37' 58"W
(S08°23'W) 165.00'
S81° 21' 54"E 1308.04'
(S81°37'E)
35.94 ACRE TRACT
JOHN P. ABRAHAM AND WIFE, MERCY KUTTY ABRAHAM
VOLUME 2942, PG. 283, O.R.H.C.
N8° 38' 37"E
165.00'
EXIST. IRRIGATION STAND PIPE
S81° 21' 54"E
619.48'
IRR
(S81°37'E 1332')
LOT 12, BLOCK 7
S81° 21' 54"E 712.11'
N8° 38' 37"E
165.00' (S08°23'W)
N10° 17' 40"E
165.07'
TRACT 1
2.71 ACRES
S8° 37' 58"W
165.00' (S08°23'W)
(S08°23'W 330.0')
S8° 37' 58"W
330.00'
EXIST. 60.00' R.O.W.
(VOL. 9, PG. 3, M.R.H.C.)
REMAINDER OF SOUTH 1/2
MARIVEL M. CORREA
DOCUMENT No. 376952, O.R.H.C.
S81° 21' 54"E 614.72'
(S81°37'E 1332')
N81° 21' 54"W 716.89'
LOT 7, BLOCK 7
S81° 21' 54"E 1308.03'
(S81°37'E)
(S08°23'W 330.0')
S8° 37' 58"W
330.00'
P.O.B.
S.E. CRN OF LOT 12, BLOCK 7
RECORDED IN VOL.9, PG.3 M.R.H.C..
1/2" CAPPED IRON ROD SET
N:16652992.0598'
E:1110055.0435'
LOT 13, BLOCK 7
LOT 6, BLOCK 7
30.00'
EXIST. WEST
R.O.W. LINE
EXIST. EAST
R.O.W. LINE
DOOLITTLE RD.
N81° 21' 54"W
1331.67'
(S81°37'E 1332')
S81° 21' 54"E 1308.01'
(S81°37'E)
LOT 14, BLOCK 7
LOT 5, BLOCK 7
EXIST. FENCE
(S81°37'E)
N81° 21' 54"W 1331.74'
(S81°37'E)
N81° 21' 54"W 1308.00'
30.00'
EXIST. 80.00' R.O.W.
50.00'

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

10.f. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT, OR WHICH MAY BE USED FOR ROAD OR STREET PURPOSES. (PLOTTED)

10.g.TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS, SETBACKS AND OTHER MATTERS AS SET OUT ON THE MAP/PLAT RECORDED IN VOLUME 9, PAGE 3, PLAT RECORDS HIDALGO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON RECORDED PLAT)

10.h.EASEMENT TO CENTRAL POWER AND LIGHT COMPANY, A TEXAS CORPORATION RECORDED ON JANUARY 14, 1998 IN (INSTRUMENT) 647960, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TX. (AFFECTS SUBJECT TRACT, BLANKET IN NATURE, NOT PLOTTABLE)

10.i. THIS PROPERTY MAY LIE WITHIN THE BOUNDARIES OF SANTA CRUZ IRRIGATION DISTRICT NO. 15

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE COMMITMENT WITH GF NO. 2023-30875, ISSUED BY DOMA TITLE INSURANCE COMPANY, ISSUED AUGUST 22, 2023.

SURVEYOR'S NOTES:

1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2.) THE PROPERTY SHOWN IS IN ZONE 'X' SHADED AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY–PANEL NUMBER 480334 0325D MAP REVISED JUNE 6, 2000 FURTHER REVISED LOMR MAY 17, 2001

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING NOVEMBER, 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

11/6/2023

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

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

PROJECT:	DATE:	PAGE:
SUB. 23.032	NOV. 2023	2 OF 2

EXHIBIT A
BOUNDARY SURVEY
ALL OF LOT 13, BLOCK 7 - 10.09 ACRES
SANTA CRUZ GARDENS, UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY

LEGEND

- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 5/8" IRON ROD FOUND
- NAIL FOUND
- NAIL SET
- FENCE CORNER
- CALCULATED POINT
- XXXX MEASURED
- (XXXX) MAP CALL, (VOL. 9, PG.3, M.R.H.C.)

SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

EXIST. 80.00' R.O.W.
EXIST. 50.0000' R.O.W.
ERICA LANE
50.00'
VILLAS DE SANTA CRUZ UNIT NO. 2 SUBDIVISION
INSTRUMENT No. 3016916, O.R.H.C.
EXIST. IRRIGATION LINE
N81° 21' 54"W 1331.55'
(S81°37'E)
N8° 38' 37"E
165.00' (S08°23'W)
30.0000'
IRR
IRR
IRR
NORTH 1/2
SALOME M. BARRIENTOS AND WIFE,
BLANCA ESTRELLA BARRIENTOS
DOCUMENT No. 386212, O.R.H.C.
S8° 37' 58"W
(S08°23'W) 165.00'
N8° 37' 58"E
330.00'
(S08°23'W 330.0')
S81° 21' 54"E 1308.04'
(S81°37'E)
LOT 12, BLOCK 7
N81° 21' 54"W 1331.58'
N8° 38' 37"E
165.00' (S08°23'W)
EXIST. IRRIGATION
STAND PIPE
SOUTH 1/2
MARIVEL M. CORREA
DOCUMENT No. 376952, O.R.H.C.
S8° 37' 58"W
(S08°23'W) 165.00'
EXIST. 60.00' R.O.W.
(VOL. 9, PG. 3, M.R.H.C.)
(S81°37'E 1332')
S81° 21' 54"E 1331.61'
LOT 7, BLOCK 7
(S08°23'W 330.0')
S8° 37' 58"W
330.00'
S81° 21' 54"E 1308.03'
(S81°37'E)

LOT 13, BLOCK 7
10.09 ACRES GROSS
0.23 IN DOOLITTLE ROAD R.O.W.
9.86 ACRES NET

P.O.B.
S.E. CRN OF LOT 12, BLOCK 7
RECORDED IN VOL.9, PG.3 M.R.H.C..
1/2" CAPPED IRON ROD SET
N: 16652992.0598'
E: 1110055.0435'

(S08°23'W 330.0')
N8° 38' 37"E
330.00'
EXIST. EAST
R.O.W. LINE
30.00'
S8° 37' 58"W
330.00'
(S08°23'W 330.0')
LOT 6, BLOCK 7
(S08°23'W 330.0')
S8° 37' 58"W
330.00'

EXIST. WEST
R.O.W. LINE
N81° 21' 54"W 1331.67'
(S81°37'E 1332')
S81° 21' 54"E 1308.01'
(S81°37'E)

35.94 ACRE TRACT
JOHN P. ABRAHAM AND WIFE, MERCY KUTTY ABRAHAM
VOLUME 2942, PG. 283, O.R.H.C.

DOOLITTLE RD.
N8° 38' 37"E
330.00'
(S08°23'W 330.0')
LOT 14, BLOCK 7
N8° 37' 58"E
330.00'
(S08°23'W 330.0')
LOT 5, BLOCK 7
(S08°23'W 330.0')
S8° 37' 58"W
330.00'
(S81°37'E)
N81° 21' 54"W 1331.74'
EXIST. FENCE
(S81°37'E)
N81° 21' 54"W 1308.00'

EXIST. 80.00' R.O.W.
50.00'

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

PROJECT:	DATE:	PAGE:
SUB. 23.032	FEBRUARY. 2024	1 OF 1

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

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10.g. TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS, SETBACKS AND OTHER MATTERS AS SET OUT ON THE MAP/PLAT RECORDED IN VOLUME 9, PAGE 3, PLAT RECORDS HIDALGO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON RECORDED PLAT)

10.h. THIS PROPERTY MAY LIE WITHIN THE BOUNDARIES OF SANTA CRUZ IRRIGATION DISTRICT NO. 15

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE COMMITMENT WITH GF NO. 2023-30874, ISSUED BY DOMA TITLE INSURANCE COMPANY, ISSUED AUGUST 21, 2023.

SURVEYOR'S NOTES:

1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2.) THE PROPERTY SHOWN IS IN ZONE 'X' SHADED AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY-PANEL NUMBER 480334 0325D MAP REVISED JUNE 6, 2000 FURTHER REVISED LOMR MAY 17, 2001

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING NOVEMBER, 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

2/12/2024

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A
TRACT 1 – 2.71 ACRES
OUT OF LOT 12, BLOCK 7
SANTA CRUZ GARDENS UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 2.71 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SAID 2.71 ACRES TRACT BEING OUT OF AND FORMING A PART OR PORTION OF THE SOUTH HALF (1/2) OF LOT 12, BLOCK 7, SANTA CRUZ GARDENS UNIT No. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 2.71 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 -INCH CAPPED IRON ROD SET AT THE SOUTHEAST CORNER OF SAID LOT 12, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING;**

THENCE, N 81° 21’ 54” W ALONG THE SOUTH LINE OF THE SAID LOT 12, A DISTANCE OF 716.89 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, SAID 1/2 -INCH CAPPED IRON ROD SET BEING DISTANT S 81° 21’ 54” E 614.72 FEET FROM THE SOUTHWEST CORNER OF THE SAID LOT 12, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 10° 17’ 40” E ACROSS SAID LOT 12, TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF (1/2) OF LOT 12, A DISTANCE OF 165.07 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, SAID 1/2 -INCH CAPPED IRON ROD SET BEING DISTANT S 81° 21’ 54” E 619.48 FEET FROM THE NORTHWEST CORNER OF THE SAID SOUTH HALF (1/2) OF LOT 12, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 21’ 54” E ALONG THE NORTH LINE OF SAID SOUTH HALF (1/2) OF LOT 12, TO THE NORTHEAST CORNER OF SAID SOUTH HALF (1/2) OF LOT 12, A DISTANCE OF 712.11 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 37’ 58” W ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 165.00 FEET TO THE **POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 2.71 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

11/6/2023

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 15, 2024 March 19, 2024	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
March 19, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for April 02, 2024 (15 days)	TGC 43.0671
March 08 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **March 8, 2024**, for publication **March 13, 2023** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
March 13, 2024	Legal notice for Public Hearing Published for the date of **April 02, 2024** (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
April 02, 2024	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
April 02, 2024	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 12.79 ACRES BEING A PART OR PORTION OUT OF LOT 12 AND ALL OF LOT 13, BLOCK 7, SANTA CRUZ GARDENS UNIT NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAPS RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, TEXAS, BEING LOCATED AT 4918 NORTH DOOLITTLE ROAD, AS REQUESTED BY RIO DELTA ENGINEERING ON BEHALF OF COPPER COVE SUBDIVISION, LLC., SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on March 19, 2024, the City Council accepted a petition from City of Edinburg, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

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 land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Edinburg shall expand in

conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 12.79 acres being a part or portion out of Lot 12 and all of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, According to the plat thereof recorded in Volume 9, Page 3, Hidalgo County Map Records, City of Edinburg, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

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

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VII: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

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 2nd day of April, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

EXHIBIT A
TRACT 1 – 2.71 ACRES
OUT OF LOT 12, BLOCK 7
SANTA CRUZ GARDENS UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A 2.71 ACRES TRACT OF LAND MORE OR LESS, SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SAID 2.71 ACRES TRACT BEING OUT OF AND FORMING A PART OR PORTION OF THE SOUTH HALF (1/2) OF LOT 12, BLOCK 7, SANTA CRUZ GARDENS UNIT No. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 2.71 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 -INCH CAPPED IRON ROD SET AT THE SOUTHEAST CORNER OF SAID LOT 12, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING;**

THENCE, N 81° 21’ 54” W ALONG THE SOUTH LINE OF THE SAID LOT 12, A DISTANCE OF 716.89 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, SAID 1/2 -INCH CAPPED IRON ROD SET BEING DISTANT S 81° 21’ 54” E 614.72 FEET FROM THE SOUTHWEST CORNER OF THE SAID LOT 12, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 10° 17’ 40” E ACROSS SAID LOT 12, TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF (1/2) OF LOT 12, A DISTANCE OF 165.07 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, SAID 1/2 -INCH CAPPED IRON ROD SET BEING DISTANT S 81° 21’ 54” E 619.48 FEET FROM THE NORTHWEST CORNER OF THE SAID SOUTH HALF (1/2) OF LOT 12, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 21’ 54” E ALONG THE NORTH LINE OF SAID SOUTH HALF (1/2) OF LOT 12, TO THE NORTHEAST CORNER OF SAID SOUTH HALF (1/2) OF LOT 12, A DISTANCE OF 712.11 FEET TO A 1/2 -INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 08° 37’ 58” W ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 165.00 FEET TO THE **POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 2.71 ACRES OF LAND, MORE OR LESS.**

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN, AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

11/6/2023

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

EXHIBIT B
BOUNDARY SURVEY
ALL OF LOT 13, BLOCK 7 - 10.09 ACRES
SANTA CRUZ GARDENS, UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY

LEGEND

- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 5/8" IRON ROD FOUND
- NAIL FOUND
- NAIL SET
- FENCE CORNER
- CALCULATED POINT
- XXXX MEASURED
- (XXXX) MAP CALL, (VOL. 9, PG.3, M.R.H.C.)

SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

EXIST. 80.00' R.O.W.

EXIST. 50.0000' R.O.W.

ERICA LANE

50.00'

VILLAS DE SANTA CRUZ UNIT NO. 2 SUBDIVISION
INSTRUMENT No. 3016916, O.R.H.C.

EXIST. IRRIGATION LINE

N81° 21' 54"W 1331.55'
(S81°37'E)

N8° 38' 37"E
165.00' (S08°23'W)

30.0000'

NORTH 1/2
SALOME M. BARRIENTOS AND WIFE,
BLANCA ESTRELLA BARRIENTOS
DOCUMENT No. 386212, O.R.H.C.

S8° 37' 58"W
(S08°23'W) 165.00'

IRR — IRR

LOT 12, BLOCK 7

N81° 21' 54"W 1331.58'

N8° 38' 37"E
165.00' (S08°23'W)

EXIST. IRRIGATION
STAND PIPE

SOUTH 1/2
MARIVEL M. CORREA
DOCUMENT No. 376952, O.R.H.C.

S8° 37' 58"W
(S08°23'W) 165.00'

EXIST. 60.00' R.O.W.
(VOL. 9, PG. 3, M.R.H.C.)

(S81°37'E 1332')
S81° 21' 54"E 1331.61'

N8° 37' 58"E
330.00'
(S08°23'W 330.0')

S81° 21' 54"E 1308.04'
(S81°37'E)

LOT 7, BLOCK 7

(S08°23'W 330.0')
S8° 37' 58"W
330.00'

S81° 21' 54"E 1308.03'
(S81°37'E)

LOT 13, BLOCK 7
10.09 ACRES GROSS
0.23 IN DOOLITTLE ROAD R.O.W.
9.86 ACRES NET

P.O.B.
S.E. CRN OF LOT 12, BLOCK 7
RECORDED IN VOL.9, PG.3 M.R.H.C..
1/2" CAPPED IRON ROD SET
N:16652992.0598'
E:1110055.0435'

S8° 37' 58"W
330.00'
(S08°23'W 330.0')

LOT 6, BLOCK 7

(S08°23'W 330.0')
S8° 37' 58"W
330.00'

EXIST. EAST
R.O.W. LINE

(S08°23'W 330.0')
N8° 38' 37"E
330.00'

30.00'

N81° 21' 54"W 1331.67'
(S81°37'E 1332')

EXIST. WEST
R.O.W. LINE

DOOLITTLE RD.

N8° 38' 37"E
330.00'
(S08°23'W 330.0')

S81° 21' 54"E 1308.01'
(S81°37'E)

LOT 14, BLOCK 7

N8° 37' 58"E
330.00'
(S08°23'W 330.0')

LOT 5, BLOCK 7

(S08°23'W 330.0')
S8° 37' 58"W
330.00'

(S81°37'E)
N81° 21' 54"W 1331.74'

EXIST. FENCE

(S81°37'E)
N81° 21' 54"W 1308.00'

35.94 ACRE TRACT
JOHN P. ABRAHAM AND WIFE, MERCY KUTTY ABRAHAM
VOLUME 2942, PG. 283, O.R.H.C.

EXIST. 80.00' R.O.W.

50.00'

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

10.f. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT, OR WHICH MAY BE USED FOR ROAD OR STREET PURPOSES. (PLOTTED)

10.g. TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS, SETBACKS AND OTHER MATTERS AS SET OUT ON THE MAP/PLAT RECORDED IN VOLUME 9, PAGE 3, PLAT RECORDS HIDALGO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON RECORDED PLAT)

10.h. THIS PROPERTY MAY LIE WITHIN THE BOUNDARIES OF SANTA CRUZ IRRIGATION DISTRICT NO. 15

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE COMMITMENT WITH GF NO. 2023-30874, ISSUED BY DOMA TITLE INSURANCE COMPANY, ISSUED AUGUST 21, 2023.

SURVEYOR'S NOTES:

1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2.) THE PROPERTY SHOWN IS IN ZONE 'X' SHADED AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY–PANEL NUMBER 480334 0325D MAP REVISED JUNE 6, 2000 FURTHER REVISED LOMR MAY 17, 2001

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING NOVEMBER, 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

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

PROJECT:	DATE:	PAGE:
SUB. 23.032	FEBRUARY. 2024	1 OF 1

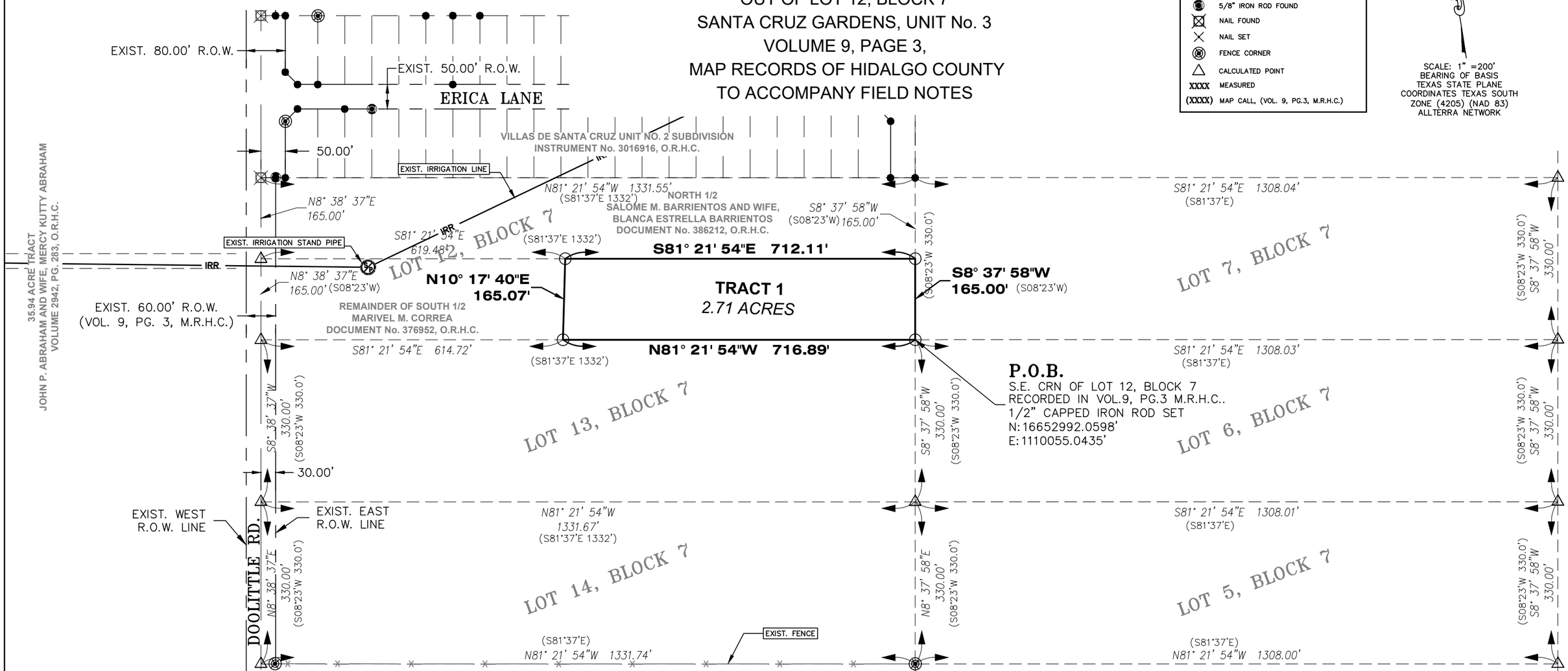
5/15/2024

EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 2.71 ACRES
OUT OF LOT 12, BLOCK 7
SANTA CRUZ GARDENS, UNIT No. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY
TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND
- CAPPED 1/2" IRON ROD SET
- 5/8" IRON ROD FOUND
- NAIL FOUND
- NAIL SET
- FENCE CORNER
- CALCULATED POINT
- XXXX MEASURED
- (XXXX) MAP CALL, (VOL. 9, PG.3, M.R.H.C.)

SCALE: 1" =200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK



TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

10.f. ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT, OR WHICH MAY BE USED FOR ROAD OR STREET PURPOSES. (PLOTTED)

10.g.TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS, SETBACKS AND OTHER MATTERS AS SET OUT ON THE MAP/PLAT RECORDED IN VOLUME 9, PAGE 3, PLAT RECORDS HIDALGO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON RECORDED PLAT)

10.h.EASEMENT TO CENTRAL POWER AND LIGHT COMPANY, A TEXAS CORPORATION RECORDED ON JANUARY 14, 1998 IN (INSTRUMENT) 647960, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TX. (AFFECTS SUBJECT TRACT, BLANKET IN NATURE, NOT PLOTTABLE)

10.i. THIS PROPERTY MAY LIE WITHIN THE BOUNDARIES OF SANTA CRUZ IRRIGATION DISTRICT NO. 15

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE COMMITMENT WITH GF NO. 2023-30875, ISSUED BY DOMA TITLE INSURANCE COMPANY, ISSUED AUGUST 22, 2023.

SURVEYOR'S NOTES:

1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2.) THE PROPERTY SHOWN IS IN ZONE 'X' SHADED AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY–PANEL NUMBER 480334 0325D MAP REVISED JUNE 6, 2000 FURTHER REVISED LOMR MAY 17, 2001

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING NOVEMBER, 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

11/6/2023

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

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

PROJECT:	DATE:	PAGE:
SUB. 23.032	NOV. 2023	2 OF 2

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
ORDINANCES
Agenda Item No: 9.B.
Ordinance: Budget Re-Appropriations

1. **Agenda Item:**
Consider Reviewing and Approving the Ordinance Amending the Budget for the 2023-2024 Fiscal Year Carry-Overs Re-Appropriations to the General Fund, Governmental Grant Fund, C.D.B.G. Fund, T.C.S.A. Fund, Municipal Court Special Revenue Fund, Public Education & Gov't (PEG) Fund, Parkland Dedication Fund, Utility Fund, Solid Waste Management Fund, South Texas International Airport at Edinburg Fund, Ebony Hills Golf Course Fund, Los Lagos Golf Club Fund, and State of Emergency Fund. [Ascencion Alonzo, Director of Finance]

2. **Description:**
This Ordinance amends the 2023-2024 Budget Ordinance by providing additional appropriations from Reserved Fund Balance for Governmental Funds and from Net Position for Enterprise Funds for carryovers from the previous fiscal year.

Fund	Re-Appropriations
General Fund	$1,373,223
Governmental Grant Fund	$ 78,735
C.D.B.G. Fund	$ 91,025
T.C.S.A. Fund	$ 257,258
Municipal Court Special Revenue Fund	$ 2,248
Public Education & Gov't (PEG) Fund	$ 74,157
Parkland Dedication Fund	$ 75,000
Utility Fund	$ 623,191
Solid Waste Management Fund	$ 366,770
So Tx Int'l Airport At Edinburg Fund	$ 128,090
Ebony Hills Golf Course Fund	$ 1,500
Los Lagos Golf Club Fund	$ 1,500
State of Emergency Fund	$1,204,023

Carry-overs are budgeted supplies, materials and services that were approved by City Council and City Staff and a purchase order was issued which committed funds prior to September 30, 2023. The City's policy states that although appropriations lapse at year-end for annual budget funds, the City honors encumbrances outstanding at year-end. These encumbered items were delivered and paid for during the 2023-2024 Fiscal Year. Funds for carry-overs were restricted and will be presented in the City's Annual Comprehensive Financial Report (ACFR) as Reserved Encumbrances.

This Ordinance amends the 2023-2024 Budget Ordinance by appropriating expenditures incurred and committed to date.

3. **Staff's Recommendation:**

Approve Ordinance Amending the Budget for the 2023-2024 Fiscal Year Carry-Overs Re-Appropriations to the General Fund, Governmental Grant Fund, C.D.B.G. Fund, T.C.S.A. Fund, Municipal Court Special Revenue Fund, Public Education & Gov't (PEG) Fund, Parkland Dedication Fund, Utility Fund, Solid Waste Management Fund, South Texas International Airport at Edinburg Fund, Ebony Hills Golf Course Fund, Los Lagos Golf Club Fund, and State of Emergency Fund.

Reviewed by:

Prepared by:
Ascencion Alonzo, Finance Director

Attachments:

A. Carry-Overs Ordinance
B. Carry-Overs From Fiscal Year 2022-2023

ORDINANCE NO.

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2023-2024 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$1,373,223** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE, TO THE **UTILITY FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$623,191** FOR ADDITIONAL EXPENSES FROM NET ASSETS, TO THE **SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$128,090** FOR ADDITIONAL EXPENSES FROM NET ASSETS, TO THE **SOLID WASTE MANAGEMENT FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$366,770** FOR ADDITIONAL EXPENSES FROM NET ASSETS, TO THE **LOS LAGOS GOLF CLUB FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$1,500** FOR ADDITIONAL EXPENSES FROM NET ASSETS, TO THE **T.C.S.A. FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$257,258** FROM FUND BALANCE, AND TO THE **C.D.B.G. FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **$91,025** FROM FUND BALANCE . CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING A WAIVER OF (3) SEPARATE READINGS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

SECTION I. The **GENERAL FUND** Budget estimated revenues and appropriations of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of ONE MILLION THREE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($1,373,223.00) in appropriations from fund balance for payment of operating expenditures and capital outlay.

SECTION II. The **UTILITY FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of SIX HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED NINETY-ONE AND NO/100 DOLLARS ($623,191.00) in appropriations for payment of operating expenses and capital outlay from Net Assets.

SECTION III. The **SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of ONE HUNDRED TWENTY-EIGHT THOUSAND NINETY AND NO/100 DOLLARS ($128,090.00) in appropriations for payment of operating expenses and capital outlay from a Net Assets.

SECTION IV. The **SOLID WASTE MANAGEMENT FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of THREE HUNDRED SIXTY-SIX THOUSAND SEVEN-HUNDRED SEVENTY AND NO/100 DOLLARS ($366,770.00) in appropriations for payment of operating expenses and capital outlay from Net Assets.

SECTION V. The **LOS LAGOS GOLF CLUB FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of ONE THOUSAND FIVE HUNDRED AND

NO/100 DOLLARS ($1,500.00) in appropriations from Net Assets.

SECTION VI. The **T.C.S.A. FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS ($257,258.00) in appropriations from Fund Balance.

SECTION VII. The **C.D.B.G. FUND** Budget of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of NINETY-ONE THOUSAND TWENTY-FIVE AND NO/100 DOLLARS ($91,025.00) in appropriations from Fund Balance.

SECTION VIII. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2023-2024 to take into consideration the expenditures appropriated hereby.

SECTION IX. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject any provision of any ordinance in direct conflict with any provision of the 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 X. SEVERABILITY 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 the 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 XI. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all members of the City Council.

SECTION XII. 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 and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd **day** of **April, 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

GENERAL FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
CITY MANAGER	100-9500-514028	CONTR/INCENTIVE-EDINBURG 2040 REBRANDING	P230501	62499	ANDREW THOMAS HEFFNER	35,100.00
					TOTAL FOR CITY MANAGER	**35,100.00**
ENGINEERING	100-0200-511200	PROFESSIONAL SERVICES	P230910	60197	ALVARADO ARCHITECTS & ASSOCIATES INC	25,000.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P230564	35530-0	MELDEN & HUNT INC	15,280.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P230910	60197	ALVARADO ARCHITECTS & ASSOCIATES INC	30,000.00
					TOTAL FOR ENGINEERING	**70,280.00**
FINANCE	100-0500-511200	PROFESSIONAL SERVICES	P230540	60011	LUIS C OROZCO	6,655.00
					TOTAL FOR FINANCE	**6,655.00**
HUMAN RESOURCES	100-0600-511200	PROFESSIONAL SERVICES	P230928	62804	MANAGEMENT ADVISORY GROUP INTERNATIONAL INC	22,485.00
HUMAN RESOURCES	100-0600-511203	CONSULTANT	P230714	62850	ORTEGON INSURANCE AGENCY LLC	22,500.00
					TOTAL FOR HUMAN RESOURCES	**44,985.00**
INFORMATION TECHNOLOGY	100-0700-605590	OTHER CAPITAL OUTLAY	P230790	15127-0	CDW GOVERNMENT INC	7,392.42
INFORMATION TECHNOLOGY	100-3002-522308	OFFICE HARDWARE & RELATED SOFTWARE-IT	P230425	50185-0	TYLER TECHNOLOGIES INC	2,418.71
INFORMATION TECHNOLOGY	100-0500-522308	OFFICE HARDWARE & RELATED SOFTWARE-IT	P230425	50185-0	TYLER TECHNOLOGIES INC	5,264.07
INFORMATION TECHNOLOGY	100-4100-522308	OFFICE HARDWARE & RELATED SOFTWARE-IT	P230425	50185-0	TYLER TECHNOLOGIES INC	637.57
					TOTAL FOR INFORMATION TECHNOLOGY	**15,712.77**
MUNICIPAL COURT	100-0700-605590	OTHER CAPITAL OUTLAY	P230733	33644-0	MOTOROLA SOLUTIONS, INC	12,024.52
					TOTAL FOR MUNICIPAL COURT	**12,024.52**
POLICE	100-2000-513300	MOTOR VEHICLES-MAINTENANCE	P230879	41006-0	JOSE VILLARREAL	2,872.00
POLICE	100-2000-513300	MOTOR VEHICLES-MAINTENANCE	P230877	63009	ELOY TREVINO	6,205.88
POLICE	100-2000-513300	MOTOR VEHICLES-MAINTENANCE	P230878	41006-0	JOSE VILLARREAL	8,290.30
POLICE	100-2000-522300	WEARING APPAREL	P230735	33644-0	MOTOROLA SOLUTIONS, INC	49,143.60
					TOTAL FOR POLICE	**66,511.78**
VOLUNTEER FIRE	100-2500-511200	PROFESSIONAL SERVICES	P230752	59388	LIFE EXTENSION CLINICS INC	44,330.00
VOLUNTEER FIRE	100-2500-522300	WEARING APPAREL	P230858	15800-0	CASCO INDUSTRIES INC	6,330.00
VOLUNTEER FIRE	100-2500-523302	MACHINES & EQUIPMENT	P230782	33644-0	MOTOROLA SOLUTIONS, INC	6,668.25
VOLUNTEER FIRE	100-2500-523302	MACHINES & EQUIPMENT	P230913	15800-0	CASCO INDUSTRIES INC	44,575.00
VOLUNTEER FIRE	100-2500-523302	MACHINES & EQUIPMENT	P230393	44916	SIDDONS MARTIN EMERGENCY GROUP, LLC	20,914.00
					TOTAL FOR VOLUNTEER FIRE	**122,817.25**
ROW	100-3002-605500	MACHINES & EQUIPMENT	P230765	62925	ALAMO GROUP TEXAS LLC	33,659.75
ROW	100-3002-605500	MACHINES & EQUIPMENT	P230767	31305-0	KUBOTA TRACTOR CORP	64,391.90
ROW	100-3002-605500	MACHINES & EQUIPMENT	P230768	31305-0	KUBOTA TRACTOR CORP	75,096.70
ROW	100-3002-605500	MACHINES & EQUIPMENT	P230766	62925	ALAMO GROUP TEXAS LLC	100,881.85
ROW	100-3002-605500	MACHINES & EQUIPMENT	P220989	61707	STEPP MANUFACTURING CO INC	192,616.00
ROW	100-3002-605500	MACHINES & EQUIPMENT	P220318	60134	RUSH ADMINISTRATIVE SERVICES INC	212,950.12
ROW	100-3002-605500	MACHINES & EQUIPMENT	P220775	20904-0	PROBILLING & FUNDING SERVICE	295,040.00
					TOTAL FOR ROW	**974,636.32**
GRANTS ADMINISTRATION	100-5000-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	1,350.00
					TOTAL FOR GRANTS ADMINISTRATION	**1,350.00**
NON-DEPARTMENTAL	100-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	23,150.00
					TOTAL FOR NON-DEPARTMENTAL	**23,150.00**
					TOTAL FOR GENERAL FUND	**1,373,222.64**

GOVERNMENTAL GRANT FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
VOLUNTEER FIRE	101-2500-581521	BF-BORDER ZONE FIRE DEP (BZFD)	P230393	44916	SIDDONS MARTIN EMERGENCY GROUP, LLC	78,735.00
					TOTAL FOR VOLUNTEER FIRE	**78,735.00**
					TOTAL FOR GOVERNMENT GRANT FUND	**78,735.00**

C.D.B.G. FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
COMMUNITY DEVELOPMENT HOUSING	110-5001-610500	CONTRACTUAL HSG REHAB/RECONSTR	P230876	47855-0	GUSTAVO GARCIA	91,025.25
					TOTAL FOR COMMUNITY DEVELOPMENT HOUSING	**91,025.25**
					TOTAL FOR C.D.B.G.FUND	**91,025.25**

T.C.S.A. FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
POLICE	112-2000-585302	US DEPT OF JUSTICE	P230875	63001	LEATHAM FAMILY LLC	4,876.00
POLICE	112-2000-585302	US DEPT OF JUSTICE	P230735	33644-0	MOTOROLA SOLUTIONS, INC	252,381.66
					TOTAL FOR POLICE	**257,257.66**
					TOTAL FOR T.C.S.A. FUND	**257,257.66**

MUNICIPAL COURT SPECIAL REVENUE FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
MUNICIPAL COURT	114-0700-513290	OTHER	P230785	26075-0	GALLS LLC	2,248.00
					TOTAL FOR MUNICIPAL COURT	**2,248.00**
					TOTAL FOR MUNICIPAL COURT SPECIAL REVENUE FUND	**2,248.00**

PUBLIC EDUCATION & GOV'T (PEG) FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
COMMUNICATION & MEDIA DEPT	116-1100-513301	OFFICE MAINTENANCE & CONTRACTUAL-IT	P240446	62072	SWAGIT PRODUCTIONS LLC	22,080.00
COMMUNICATION & MEDIA DEPT	116-1100-606500	MOTOR VEHICLES	P230708	32100-0	LAKE COUNTRY CHEVROLET INC	52,076.50
					TOTAL FOR COMMUNICATION & MEDIA DEPT	**74,156.50**
					TOTAL FOR PUBLIC EDUCATION & GOV'T (PEG) FUND	**74,156.50**

PARKLAND DEDICATION FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
CITY MANAGER	131-4000-604600	PARKLAND DEDICATION PROJECTS	P230932	23671-0	EXERPLAY INC	75,000.00
					TOTAL FOR CITY MANAGER	**75,000.00**
					TOTAL FOR PARKLAND DEDICATION FUND	**75,000.00**

UTILITY FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
UTILITY ADMINISTRATION	200-6000-605590	OTHER CAPITAL OUTLAY	P220897	60102	CRUZ-HOGAN CONSULTANTS INC	31,000.00
					TOTAL FOR UTILITY ADMINISTRATION	**31,000.00**
WATER PLANT	200-6100-511200	PROFESSIONAL SERVICES	P220022	60454	DBR ENGINEERING CONSULTANTS INC	2,660.00
WATER PLANT	200-6100-513302	MACHINES & EQUIPMENT	P230902	62981	D REYNOLDS COMPANY	24,750.00
					TOTAL FOR WATER PLANT	**27,410.00**
WWTP	200-6200-513302	MACHINES & EQUIPMENT	P230901	41231-0	RGV INDUSTRIAL MACHINE SHOPS & PUMPS, LLC	57,800.00
WWTP	200-6200-603500	BUILDINGS & STRUCTURES	P221059	60051	NORRISLEAL LLC	124,050.00
WWTP	200-6200-605500	MACHINES & EQUIPMENT	P221079	40029-0	ZONE INDUSTRIES	136,689.28
					TOTAL FOR WWTP	**318,539.28**
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P190788	33704-0	M2 ENGINEERING PLLC	10,177.50
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P230778	27093-0	HALFF ASSOCIATES INC	18,000.00
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P190717	26982-0	GUZMAN & MUNOZ ENGINEERING & SURVEYING INC	18,760.00
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P190663	29977-0	JAVIER HINOJOSA	27,625.00
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P190999	42248-0	R E GARCIA & ASSOCIATES	35,730.50
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	P190998	41170-0	QUINTANILLA, HEADLEY	98,250.00
SYSTEMS	200-6300-513304	SANITARY SEWER SYSTEM	P230915	45298-0	SOUTHERN TRENCHLESS SOLUTIONS, LLC	8,402.00
SYSTEMS	200-6300-525330	WATER METERS & BOXES	P230530	12347-0	THIRKETTLE CORP	4,296.60
					TOTAL FOR SYSTEMS	**221,241.60**
NON-DEPARTMENTAL	200-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	25,000.00
					TOTAL FOR NON-DEPARTMENTAL	**25,000.00**
					TOTAL FOR UTILITY FUND	**623,190.88**

SOLID WASTE MANAGEMENT FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
SOLID WASTE MANAGEMENT	210-6500-511200	PROFESSIONAL SERVICES	P230485	41170-0	QUINTANILLA, HEADLEY	4,541.25
SOLID WASTE MANAGEMENT	210-6500-511200	PROFESSIONAL SERVICES	P230720	60075	HANSON PROFESSIONAL SERVICES INC	20,424.29
SOLID WASTE MANAGEMENT	210-6500-513300	MOTOR VEHICLES-MAINTENANCE	P230840	60134	RUSH ADMINISTRATIVE SERVICES INC	13,461.90
SOLID WASTE MANAGEMENT	210-6500-513300	MOTOR VEHICLES-MAINTENANCE	P230904	60134	RUSH ADMINISTRATIVE SERVICES INC	42,809.48
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P230939	28410-0	HOLT COMPANY OF TEXAS	13,819.56
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P230728	28410-0	HOLT COMPANY OF TEXAS	79,764.59
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P230881	28410-0	HOLT COMPANY OF TEXAS	90,716.37
INFORMATION TECHNOLOGY	210-6500-521301	OFFICE SUPPLIES - IT	P230425	50185-0	TYLER TECHNOLOGIES INC	967.48

SOLID WASTE MANAGEMENT	210-6500-605500	MACHINES & EQUIPMENT	P210880	60134	RUSH ADMINISTRATIVE SERVICES INC	65,265.00
					TOTAL FOR SOLID WASTE MANAGEMENT	**331,769.92**
NON-DEPARTMENTAL	210-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	35,000.00
					TOTAL FOR NON-DEPARTMENTAL	**35,000.00**
					TOTAL FOR SOLID WASTE MANAGEMENT FUND	**366,769.92**

SOUTH TEXAS INT'L AIRPORT AT EDINBURG

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
AVIATION - AIRPORT	220-7000-513309	OTHER	P210096	44936-0	LOZZ QUATEZZ LLC	9,123.22
AVIATION - AIRPORT	220-7000-603500	BUILDING & STRUCTURES	P230006	20300-0	DBT TRANSPORTATION SERVICES LLC	117,467.00
					TOTAL FOR AVIATION - AIRPORT	**126,590.22**
NON-DEPARTMENTAL	220-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	1,500.00
					TOTAL FOR NON-DEPARTMENTAL	**1,500.00**
					TOTAL FOR SO TX INT'L AIRPORT AT EDINBURG FUND	**128,090.22**

EBONY HILLS GOLF COURSE FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
NON-DEPARTMENTAL	230-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	1,500.00
					TOTAL FOR NON-DEPARTMENTAL	**1,500.00**
					TOTAL FOR EBONY HILLS GOLF COURSE FUND	**1,500.00**

LOS LAGOS GOLF CLUB FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
NON-DEPARTMENTAL	240-9500-511202	AUDIT	P230945	63131	BURTON MCCUMBER & LONGORIA LLP	1,500.00
					TOTAL FOR NON-DEPARTMENTAL	**1,500.00**
					TOTAL FOR LOS LAGOS GOLF CLUB FUND	**1,500.00**

STATE OF EMERGENCY FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
ARPA	911-9500-591411	ARPA1 CAT1 - CAP INV (EOC RENOVATIONS)	P220395	39374-0	PBK ARCHITECTS INC	24,525.00
ARPA	911-9500-591411	ARPA1 CAT1 - CAP INV (EOC RENOVATIONS)	P230159	62116	GIGNAC & ASSOCIATES, LLP	314,000.00
ARPA	911-9500-591412	ARPA2 CAT1 - CAP INV (NEW SRVC CTR)	P230159	62116	GIGNAC & ASSOCIATES, LLP	8,580.00
ARPA	911-9500-591451	ARPA1 CAT5 - DRINKING WATER STORAGE (ELV WTR TWR)	P220396	35530-0	MELDEN & HUNT INC	81,269.37
ARPA	911-9500-591452	ARPA1 CAT5 - CLEAN WATER SEWER (GENERATORS)	P220263	43295-0	RENE OLIVAREZ	7,497.50
ARPA	911-9500-591452	ARPA1 CAT5 - CLEAN WATER SEWER (GENERATORS)	P220582	27093-0	HALFF ASSOCIATES INC	11,150.00
ARPA	911-9500-591452	ARPA1 CAT5 - CLEAN WATER SEWER (GENERATORS)	P230597	62437	C.F. MCDONALD ELECTRIC INC	628,469.00

ARPA	911-9500-591453	ARPA1 CAT5 - CLEAN WATER SEWER (AIRPORT CIBOLO)	P220975	29977-0	JAVIER HINOJOSA	89,612.50
ARPA	911-9500-591467	ARPA2 CAT6 - UTILITY RATE STUDY	P230891	63072	WILLDAN FINANCIAL SERVICES	38,920.00
					TOTAL FOR ARPA	**1,204,023.37**
					TOTAL FOR STATE OF EMERGENCY FUND	**1,204,023.37**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
RESOLUTIONS
Agenda Item No: 10.A.
FY 2024-2025 E-RATE Internet Access Grant

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2024-2025 E-rate Grant program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

2. **Description:**
The Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services. The program provides 90 percent discounts on Internet service to eligible schools and libraries. The Dustin Michael Sekula Memorial Library seeks to apply to the E-rate Grant program for 3 Gigabytes of Internet Access and Service for the third of five voluntary extensions with service provider, Smartcom. The vendor is in good standing with the City and currently provides Internet service to City Facilities. The submission deadline for the required Form 471 application was March 27, which did not provide time for City staff to present the resolution to City Council before the submission deadline. Due to time constraints, staff submitted the Form 471 application as soon as the City was advised of this opportunity and is requesting the City Council's consideration and approval for ratification of the submission of the Form 471 application. The grant's performance period will be from July 01, 2024, through June 30, 2025.

The Dustin Michael Sekula Memorial Library will request the maximum available discount of 90 percent, with a 10 percent local match required.

The grant request was the maximum 90 percent in the approximate amount of $18,306, with a required 10 percent match in the approximate amount of $2,034, for a total project cost of $20,340.

The Library has annually applied for and received this crucial federal funding since 1998. Monies for the City match have been budgeted in the Library's FY 2023-2024 Operating budget.

If the grant is awarded, the library staff will follow City grant reporting guidelines and Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program guidelines. Procurement will adhere to federal guidelines and City policy.

If awarded, this grant opportunity will allow the library to save 90 percent on Internet access. If authorized to apply and submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2024-2025 E-rate Grant program for the Extension of Internet Access and Services and

to Execute All Grant Documents Relating Thereto.

Reviewed by:

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

Attachments:
A. Erate 2024 Resolution to Ratify 3 21 2024

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE FEDERAL COMMUNICATION COMMISSION'S UNIVERSAL SERVICE ADMINISTRATIVE COMPANY UNDER THE FY 2024-2025 E-RATE GRANT PROGRAM FOR INTERNET ACCESS AND SERVICES AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services; and

WHEREAS, the program provides 85 to 90 percent discounts on telecommunications services and Internet access to eligible schools and libraries; and

WHEREAS, historically, the Library has been awarded a 90 percent discount with the City match of 10 percent for Internet Access and Service**;** and

WHEREAS, the Edinburg City Council finds it in the best interest of the citizens of the City of Edinburg to apply to the Fiscal Year 2024-2025 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program for Internet Access and Service for 3 Gigabytes with this the third of five voluntary annual extensions; 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 related documents for 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 the City Manager to ratify the grant application for the Fiscal Year 2024-2025 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant 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: 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 2nd day of April, 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: April 2, 2024
RESOLUTIONS
Agenda Item No: 10.B.
AEP Texas Inc's

1. **Agenda Item:**
Consider Resolution of the City of Edinburg Suspending the April 4, 2024, Effective Date of AEP Texas Inc.'s Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Cities Served by AEP Texas and Authorizing Intervention in AEP Texas Inc.'s Requested Rate Change Proceedings Before the Commission; Hiring Lloyd Gosselink Attorneys and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation And Appeals; Requiring Reimbursement of Cities' Rate Case Expenses; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required By Law; Requiring Notice of this Resolution to the Company and Legal Counsel. [Omar Ochoa, City Attorney]

2. **Description:**
AEP Texas Inc. filed an application on February 29, 2024 seeking to increase system-wide distribution rates by $110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by $63.1 million (an increase of 9.29%). State law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. State law permits the City to suspend the rate change for 90 days. If the City does not action, AEP Texas's rate request is deemed approved.

The proposed resolution suspends the April 4, 2024 effective date of AEP's rate change for the maximum period permitted by law. The extra time allows the City, working in conjunction with other Cities served by AEP Texas, to intervene through the Public Utility Commission, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue. The resolution also authorizes the City to participate in a coalition of Cities served by AEP Texas and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates.

By adopting this resolution, the city will not incur liability for payment of rate case expenses. Rather, legal counsel and consultants approved by the City will submit monthly invoices that will be forwarded to AEP Texas for reimbursement.

3. **Staff's Recommendation:**
Approve Resolution of the City of Edinburg Suspending the April 4, 2024, Effective Date of AEP Texas Inc.'s Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Cities Served by AEP Texas and Authorizing Intervention in AEP Texas Inc.'s Requested Rate Change Proceedings Before the Commission; Hiring Lloyd Gosselink Attorneys and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation And Appeals; Requiring Reimbursement of Cities' Rate Case Expenses; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required By Law; Requiring Notice of this Resolution to the Company and Legal Counsel.

Reviewed by: **Prepared by:**

Attachments:

A. COE Rate Case Resolution 4-2-24

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF EDINBURG SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Edinburg ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG TEXAS:

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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 April 2, 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: April 2, 2024
RESOLUTIONS
Agenda Item No: 10.C.
American Rescue Plan Act (ARPA)

1. **Agenda Item:**
Consider Resolution Approving the American Rescue Plan Act (ARPA)-Coronavirus State and Local Fiscal Recovery Funds (SLFRR) Program Budget Amendment. [Claudia Farias, Director of Grants Administration].

2. **Description:**
On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The City of

Edinburg has received a total of $27,132,536 in two separate allocations in September 2021 and August 2022 both in the amount of $13,566,268.

Please find the proposed budget amendment below two project renames:

PROJECT NAME	CATEGORY	ORIGINAL BUDGET	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community Health & Resilience through the Arts.	1.12	$600,000.00	$ -	$600,000.00
New Service Center	1.14	$5,000,000.00	$-	$5,388,599.56
Renovations to Emergency Operations Center	1.14	$63,675.00	$-	$73,475.00
Renovations to Fountain Center	1.14	$650.00	$-	$650.00
Small Business Economic Assistance	2	$2,717,757.39	$-	$2,717,757.39
Wisconsin Trail	2.22	$300,000.00	$-	$300,000.00
One-Time Premium Pay Adjustment	4.1	$1,955,736.38	$-	$1,955,736.38
Airport-Cibolo Road Sanitary Sewer Project	5.2	$1,844,717.23	$-	$1,844,717.23
Drinking Water; Storage (ELV WTR TWR)	5.14	$3,250,000.00	$-	$3,250,000.00
Drinking Water: Water Treatment Plant High Service(Generators)	5.15	$800,000.00	$380,094.00	$1,180,094.00
Clean Water: Sewer	5.1	$700,000.00	$-5,531.00	$694,469.00

(Generators)				
3% Cost of Living Adjustment	6.1	$1,700,000.00	$-	$1,700,000.00
Employee Compensation Study	6.1	$-	$-	$-
South Texas Health Systems	6.1	$404,640.00	$-	$404,640.00
UTRGV-School of Medicine	6.1	$2,000,000.00	$-	$2,000,000.00
Improvements to City Hall	6.1	$250,000.00	$263,117.44	$513,117.44
FY 2022 HUD ECON DEC Proj. Fire TRG FAC	6.1	$1,000,000.00	$-	$-
Emergency Ambulance Service	6.1	$1,350,000.00	$-	$1,350,000.00
Utility Rate Study	6.1	$75,000.00	$-	$38,920.00
Comprehensive Plan	6.1	$250,000.00	$-	$250,000.00
IT Firewall – PD	6.1	$100,000.00	$-	$100,000.00
Emergency Portable Trailer/Cameras - PD	6.1	$170,360.00	$-	$170,360.00
Street Improvements	6.1	$2,600,000.00	$-	$2,600,000.00
TOTAL		$27,132,536.00		$27,132,536.00

3. Staff's Recommendation:

Approve Resolution of the American Rescue Plan Act (ARPA)-Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Claudia Farias, Interim Director of Grants Administration

Attachments:

A. ARPA Resoultion 4.2.24
B. ARPA-SLRF. TABLE. 04.02.24
C. FINAL Budget. ARPA-SLRF 4.2.24

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**AUTHORIZE THE AMENDMENT OF THE AMERICAN RESCUE PLAN ACT (ARPA)- CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM BUDGET**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds Program, under the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and tribal governments; and,

WHEREAS, ARPA-SLFRF Funds are intended to provide support to state, local, territorial and Tribal governments in responding to the economic and public health of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and,

WHEREAS, City revenues, residents, businesses and nonprofits in the city have faced economic impacts due to the COVID Pandemic; and,

WHEREAS, $27,132,536 has been allocated to the City in two separate allocations pursuant to the ARPA-SLFRF Program; and,

WHEREAS, the United States Department of Treasury has released guidance regarding the use of ARPA-SLFRF Program; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements as required by the funding source; and,

WHEREAS, the City Council has previously approved the ARPA-SLFRF Program Budget to include Allocations 1 and 2; and,

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 of Edinburg hereby amends the ARPA-SLFRF Program budget for Allocations 1 and 2, and amend as follows:

PROJECT NAME	CATEGORY	ORIGINAL BUDGET	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community Health & Resilience through the Arts.	1.12	$600,000.00	$ -	$600,000.00
New Service Center	1.14	$5,000,000.00	$-	$5,388,599.56

PROJECT NAME	CATEGORY	ORIGINAL BUDGET	PROPOSED AMENDMENT	PROPOSED BUDGET
Renovations to Emergency Operations Center	1.14	$63,675.00	$-	$73,475.00
Renovations to Fountain Center	1.14	$650.00	$-	$650.00
Small Business Economic Assistance	2	$2,717,757.39	$-	$2,717,757.39
Wisconsin Trail	2.22	$300,000.00	$-	$300,000.00
One-Time Premium Pay Adjustment	4.1	$1,955,736.38	$-	$1,955,736.38
Airport-Cibolo Road Sanitary Sewer Project	5.2	$1,844,717.23	$-	$1,844,717.23
Drinking Water; Storage (ELV WTR TWR)	5.14	$3,250,000.00	$-	$3,250,000.00
Clean Water: Sewer (Generators)	5.1	$700,000.00	$-5,531.00	$694,469.00
Drinking Water: Water Treatment Plant High Service(Generators)	5.15	$800,000.00	$380,094.00	$1,180,094.00
3% Cost of Living Adjustment	6.1	$1,700,000.00	$-	$1,700,000.00
South Texas Health Systems	6.1	$404,640.00	$-	$404,640.00
UTRGV-School of Medicine	6.1	$2,000,000.00	$-	$2,000,000.00
Improvements to City Hall	6.1	$250,000.00	$263,117.44	$513,117.44
FY 2022 HUD ECON DEC Proj. Fire TRG FAC	6.1	$1,000,000.00	$-	$-
Emergency Ambulance Service	6.1	$1,350,000.00	$-	$1,350,000.00
Utility Rate Study	6.1	$75,000.00	$-	$38,920.00
Comprehensive Plan	6.1	$250,000.00	$-	$250,000.00
IT Firewall – PD	6.1	$100,000.00	$-	$100,000.00
Emergency Portable Trailer/Cameras - PD	6.1	$170,360.00	$-	$170,360.00
Street Improvements	6.1	$2,600,000.00	$-	$2,600,000.00
	TOTAL	$27,132,536.00		$27,132,536.00

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 2nd day of April 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

PROPOSED ARPA-SLFRF BUDGET AMENDMENT

April 2, 2024

CURRENT PROJECTS					
PROJECT NAME	**ELIGIBILITY**	**CATEGORY**	**ORIGINAL BUDGET**	**PROPOSED AMENDMENT**	**PROPOSED BUDGET**
Improving Community, Health & Resilience Through the Arts	Y	1.12	$ 600,000.00	$ -	$ 600,000.00
New Service Center	Y	1.14	$ 5,000,000.00	$ 388,599.56	$ 5,388,599.56
Renovations to Emergency Operations Center	Y	1.14	$ 63,675.00	$ 9,800.00	$ 73,475.00
Renovations to Fountain Center	Y	1.14	$ 650.00	$ -	$ 650.00
Small Business Economic Assistance	Y	2	$ 2,717,757.39	$ -	$ 2,717,757.39
Wisconsin Trail	Y	2.22	$ 300,000.00	$ -	$ 300,000.00
One-Time Premium Pay Adjustment	Y	4.1	$ 1,955,736.38	$ -	$ 1,955,736.38
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	$ 1,844,717.23	$ -	$ 1,844,717.23
Drinking Water; Storage (ELV WTR TWR)	Y	5.14	$ 3,250,000.00	$ -	$ 3,250,000.00
Drinking Water: Water Treatment Plant High Service (Generators)	Y	5.15	$ 800,000.00	$ 380,094.00	$ 1,180,094.00
Clean Water: Sewer (Generators)	Y	5.1	$ 700,000.00	$ (5,531.00)	$ 694,469.00
3% Cost of Living Adjustment	Y	6.1	$ 1,700,000.00	$ -	$ 1,700,000.00
Employee Compensation Study	Y	6.1	$ -	$ -	$ -
South Texas Health Systems	Y	6.1	$ 404,640.00	$ -	$ 404,640.00
UTRGV-School of Medicine	Y	6.1	$ 2,000,000.00	$ -	$ 2,000,000.00
Improvements to City Hall	Y	6.1	$ 250,000.00	$ 263,117.44	$ 513,117.44
FY 2022 HUD ECON DEC Proj. Fire TRG FAC	Y	6.1	$ 1,000,000.00	$ (1,000,000.00)	$ -
Emergency Ambulance Service	Y	6.1	$ 1,350,000.00		$ 1,350,000.00
Utility Rate Study	Y	6.1	$ 75,000.00	$ (36,080.00)	$ 38,920.00
Comprehensive Plan	Y	6.1	$ 250,000.00	$ -	$ 250,000.00
IT Firewall - PD	Y	6.1	$ 100,000.00	$ -	$ 100,000.00
Emergency Portable Trailer/Cameras - PD	Y	6.1	$ 170,360.00	$ -	$ 170,360.00
Street Improvements	Y	6.1	$ 2,600,000.00	$ -	$ 2,600,000.00
		TOTAL	**$27,132,536.00**	**$ -**	**$ 27,132,536.00**

PROPOSED ARPA-SLFRF BUDGET AMENDMENT

April 2, 2024

CURRENT PROJECTS					
PROJECT NAME	**ELIGIBILITY**	**CATEGORY**	**ORIGINAL BUDGET**	**PROPOSED AMENDMENT**	**PROPOSED BUDGET**
Improving Community, Health & Resilience Through the Arts	Y	1.12	$ 600,000.00	$ -	$ 600,000.00
New Service Center	Y	1.14	$ 5,000,000.00	$ -	$ 5,388,599.56
Renovations to Emergency Operations Center	Y	1.14	$ 63,675.00	$ -	$ 73,475.00
Renovations to Fountain Center	Y	1.14	$ 650.00	$ -	$ 650.00
Small Business Economic Assistance	Y	2	$ 2,717,757.39	$ -	$ 2,717,757.39
Wisconsin Trail	Y	2.22	$ 300,000.00	$ -	$ 300,000.00
One-Time Premium Pay Adjustment	Y	4.1	$ 1,955,736.38	$ -	$ 1,955,736.38
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	$ 1,844,717.23	$ -	$ 1,844,717.23
Drinking Water; Storage (ELV WTR TWR)	Y	5.14	$ 3,250,000.00	$ -	$ 3,250,000.00
Drinking Water: Water Treatment Plant High Service (Generators)	Y	5.15	$ 800,000.00	$ 380,094.00	$ 1,180,094.00
Clean Water: Sewer (Generators)	Y	5.1	$ 700,000.00	$ (5,531.00)	$ 694,469.00
3% Cost of Living Adjustment	Y	6.1	$ 1,700,000.00	$ -	$ 1,700,000.00
Employee Compensation Study	Y	6.1	$ -	$ -	$ -
South Texas Health Systems	Y	6.1	$ 404,640.00	$ -	$ 404,640.00
UTRGV-School of Medicine	Y	6.1	$ 2,000,000.00	$ -	$ 2,000,000.00
Improvements to City Hall	Y	6.1	$ 250,000.00	$ 263,117.44	$ 513,117.44
FY 2022 HUD ECON DEC Proj. Fire TRG FAC	Y	6.1	$ 1,000,000.00	$ -	$ -
Emergency Ambulance Service	Y	6.1	$ 1,350,000.00		$ 1,350,000.00
Utility Rate Study	Y	6.1	$ 75,000.00	$ -	$ 38,920.00
Comprehensive Plan	Y	6.1	$ 250,000.00	$ -	$ 250,000.00
IT Firewall - PD	Y	6.1	$ 100,000.00	$ -	$ 100,000.00
Emergency Portable Trailer/Cameras - PD	Y	6.1	$ 170,360.00	$ -	$ 170,360.00
Street Improvements	Y	6.1	$ 2,600,000.00	$ -	$ 2,600,000.00
		TOTAL	**$27,132,536.00**	**$ -**	**$ 27,132,536.00**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
AWARDING OF BID
Agenda Item No: 11.A.
Award Bid No. 2023-19 Installation of a New 750KW Standby Generator

1. **Agenda Item:**
Consider Awarding Bid No. 2023-19, Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps to McDonald Municipal & Industrial, in the Amount Not to Exceed $1,009,469.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
This project consists of the installation of a new generator, which will provide backup power during a loss of power event, to the three high service pumps located at the Downtown Water Treatment Plant.

On January 23, 2024, bids were opened for Bid No. 2023-19, installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps. Two bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2023-19 to McDonald Municipal & Industrial, the lowest bidder meeting specifications in the amount of $1,009,469.00. The City of Edinburg is currently doing business with McDonald Municipal & Industrial. City staff have verified that no monies are owed to the city by McDonald Municipal & Industrial.

Below is the list of contractors who responded to the bid:
McDonald Municipal & Industrial - $1,009,469.00
D & F Industries, Inc., - $1,033,001.00

The project is scheduled to be fully completed within 465 days from the issuance of the Notice to Proceed.

Funding is available through the State and Local Fiscal Recovery Funds (ARPA SLFRF) funds.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2023-19, Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps to McDonald Municipal & Industrial, in the Amount Not to Exceed $1,009,469.00 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Bid Tabulation (2)
B. Notice to Bidders
C. McDonald Municipal & Industrial Bid

D. D & F Industries Inc Bid
E. Agreement
F. McDonald Municipal & Industrial Non-Debarment Verification
G. Engineer's Recommendation Letter

Bid 2023-19 - Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps
Opening Date: January 23, 2024 at 3:00 p.m.

				D & F Industries, Inc.	McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Unit Cost**
1	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	1	LS	$834,402.00	$839,469.00
2	Concrete slabs, stairs and bollards.	1	LS	$98,599.00	$70,000.00
3	Contingency	1	LS	$100,000.00	$100,000.00
	Total			$1,033,001.00	$1,009,469.00

REQUEST FOR BIDS

2023-19

INSTALLATION OF A NEW 750KW STANDBY GENERATOR FOR THE DOWNTOWN PLANT HIGH SERVICE PUMPS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: December 6, 2023

DEADLINE FOR QUESTIONS: December 20, 2023

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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

Attachments:

A - Specifications

B - Plan_Documents_

C - Post_Bid_Procedures

D - Agreement

E - General_Conditions

F - Supplementary_Conditions

G - Warranty

1. Introduction

1.1. Summary

The project will consist of the installation of a new 750KW Standby Generator for the Downtown Plant Hi Service Pumps.

1.2. Background

The city's goal is to install a 750KW Standby Generator that will be able to provide power to all of the three (3) High Service Pumps located at the Downtown Plant during power outages.

Gabriel Benavides Jr. , P.E.
Halff Associates, Inc
500 West Military, Suite 100
McAllen, Texas 78503
Phone: (956) 445-5220

1.3. Contact Information

Gerardo Carmona
Director of Utilities
415 w university blvd
Edinburg, TX 78541
Email: gcarmona@cityofedinburg.com
Phone: (956) 388-8212

Department:
Utilities

Department Head:
Gerardo Carmona
Director of Utilities

1.4. Timeline

Release Project Date	December 6, 2023
Pre-Proposal Meeting (Non-Mandatory)	December 19, 2023, 2:00pm Pre-Bid will be on site: 500 E. Mahl St. Edinburg, TX 78539
Question Submission Deadline	December 20, 2023, 5:00pm

Proposal Submission Deadline	January 23, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps.

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

3:00 pm, Tuesday, January 23, 2024.

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

All Bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 23, 2024.

To obtain a copy of the Request for Bids or submit an electronic Bid please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFB No. 2023-19" to the City Secretary's Office prior to the RFB opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFB No. 2023-19

If you have any questions or require additional information contained the RFB, 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 Wednesday, December 20, 2023.

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

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

Respondents shall be registered and active in the System for Award Management database prior to the award of a contract or agreement. Registration can be completed at www.sam.gov. All contractors and subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation in federally assisted projects may not undertake any activity in part or in full under this project.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide Bids for: Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

INTENT

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

SUBMITTAL OF "HARD COPY" RFB

If submitting a Hard Copy RFB, 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 RFB must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFBs submitted by facsimile (fax) will not be accepted. Submittal of an RFB 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 RFB regardless of whether that respondent/firm is selected. Submission of a RFB in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFB, unless clearly and specifically noted in the RFB submitted and confirmed in the contract between the City and the successful respondent otherwise. RFBs which do not comply with these requirements may be rejected at the option of the City. RFBs must be filed with the City of Edinburg before the deadline day and hour. No late RFBs will be accepted. Failure to meet RFB 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 RFBs **60** days after deadline without taking action. Bidders are required to hold their RFBs firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

Bidders are advised that the City of Edinburg is soliciting RFBs and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

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

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFB

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

NO RESPONSE TO RFB

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package PURCHASE/SERVICES is used, its meaning shall refer to the request for Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps as specified.

BIDDER'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Bidder’s past performance shall be taken into consideration in the evaluation of RFB submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFB PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFB

RFBs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFB. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the RFB. A corporation shall execute the RFB 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 RFB. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

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

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or $500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or $500,000 combined single limits

Comprehensive Auto Liability

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

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

or $500,000 combined single limits

City's Protective Liability

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

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

or $500,000 combined single limits

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

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

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

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

4. Specifications

4.1. Installation of a New 750KW Standby Generator

Installation of A New 750KW Standby Generator for the Downtown Water Treatment Plant as specified in the contract documents.

- Contractor shall furnish and install a 750 KW Standby Generator and associated electrical improvements.
- Contractor shall provide the required fuel for startup and field acceptance testing of the 750KW standby generator.
- Contractor shall provide electrical work for the installation of a utility pad-mounted transformer.
- Contractor shall be responsible for the cleaning and disposal of all debris from job site on a daily basis at a designated dumpsite at Contractor's expense
- Contractor shall be held liable for any damages during the course of construction.
- All areas which fail to meet specification are required to be placed in compliance at no additional cost to the City.
- Any required prep work shall be included in this bid.
- A minimum of one (1) year warranty on labor and materials must be provided in writing.
- Interested parties are encouraged to visit the project site, as shown on plans and specifications (which are found in Section 7. Attachments)

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

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

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

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

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes
☐ No

*Response required

5.5. Solicitation Forms

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

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

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

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

*Response required

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

Please download the below documents, complete, and upload.

- F_-_Equipment_&_Material_Li...

*Response required

*5.5.6. Please fill out and sign the Non Bribery Model Form and upload here.**

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

*5.5.7. Please fill out and sign the attached Performance Bond form and upload here.**

Please download the below documents, complete, and upload.

- K_-_Performance_Bond.pdf

*Response required

*5.5.8. Please fill out and sign the Payment Bond and upload here.**

Please download the below documents, complete, and upload.

- L_-_Payment_Bond.pdf

*Response required

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

Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

*Response required

*5.5.10. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

*Response required

*5.5.11. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

5.6. ARPA Required Certifications

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

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

*Response required

*5.6.2. Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Disclo...

*Response required

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

Please download the below documents, complete, and upload.

- Equal_Employment_Opportunit...

*Response required

*5.6.4. Please fill out and sign the Certification of Subcontractor regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- Certification_of_Subcontrac...

*Response required

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

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

*Response required

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

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

*Response required

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

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

6. Pricing Proposal

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	1	LS			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
2	Concrete slabs, stairs and bollards.	1	LS			
3	Contingency	1	LS	$100,000.00		
TOTAL						

RESPONSE DOCUMENT REPORT

RFB No. 2023-19

Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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

Report Generated: Thursday, March 7, 2024

McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc. Response

CONTACT INFORMATION

Company:
McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.

Email:
diane@mcdonaldinc.com

Contact:
Diane Dollar

Address:
5044 Timber Creek
Houston, TX 77017

Phone:
(713) 921-1368

Website:
N/A

Submission Date:
Jan 23, 2024 10:55 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 18, 2024 10:45 AM by Diane Dollar

Addendum #2
Confirmed Jan 18, 2024 10:45 AM by Diane Dollar

Addendum #3
Confirmed Jan 18, 2024 10:45 AM by Diane Dollar

QUESTIONNAIRE

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

Please do not upload multiple files.

edinburgfullpackagerevised.pdf

2. If you have any proprietary documents, please attach the redacted document here.
edinburg1295andfranchise.pdf

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

edinburgcofi.pdf

4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

edinburgconfint.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

edinburggenques.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

edinburglitigation.pdf

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

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

edinburg89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

edinburg13.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

edinburh19.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

edinburgconflictinterest.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

5. Solicitation Forms

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

- B - Past Performance Evalua...

edinburgpastperfref.pdf

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

- C - Bid Bond - SECTION 0131...

edinburgbidbond.pdf

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

- D - Statement of Bidders Qu...

edinburgstatequal.pdf

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

- E - Certificate of Bidders ...

edinburgcertofexp.pdf

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

- F - Equipment & Material Li...

edinburgequip.pdf

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

- G - Non Bribery Model Form ...

edinbirgnonbribe.pdf

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

- K - Performance Bond.pdf

edinburgperformance.pdf

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

- L - Payment Bond.pdf

edinburgpayment.pdf

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

- M - Affidavit of Insurance ...

edinburhaffitofins.pdf

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

- N - Form of Business Docume...

edinburgformbus.pdf

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

- O - Certificate Regarding D...

edinburgdebarment.pdf

6. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Please download the below documents, complete, and upload.

- SAM Registration and Activa...

edinburgsam.pdf

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

- Conflict of Interest Disclo...

edinburgconfdisc.pdf

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

- Equal Employment Opportunit...

edinburgeeo.pdf

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

- Certification_of_Subcontrac...

edinburgsub.pdf

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

- Clean_Air_and_Water.pdf

edinburgcleanair.pdf

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

- Non-Lobbying_Activities.pdf

edinburglobby.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

edinburgcolluion.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	1	LS	$839,469.00	$839,469.00	
2	Concrete slabs, stairs and bollards.	1	LS	$70,000.00	$70,000.00	
3	Contingency	1	LS	$100,000.00	$100,000.00	
TOTAL					$1,009,469.00	

	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested,				
1	running, and physically and documentary accepted	1	LS	$839,469.00	$839,469.00
2	Concrete slabs, stairs and bollards.	1	LS	$70,000.00	$70,000.00
3	Contingency	1	LS	$100,000.00	$100,000.00
	Total				$1,009,469.00

DOCUMENT 00900

ADDENDUM NO. 1

Date of Addendum: December 21, 2023

PROJECT NAME: **Installation of a New 750 KW Standby Generator for the Downtown WTP Backup General Addition**

PROJECT NO:2 023-19

BID DATE: December 26, 2023

.

FROM: City of Edinburg
Attn: Criselda Lozano, Purchasing Manager Finance
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

****

Use the following heading and select the appropriate wording for postponement of the Bid Date. Delete the statement beside Bid Date above which indicates that the Bid Date is unchanged. If change in Bid Date, issue as separate addendum. Delete this section entirely if there is no change in Bid Date.

****

CHANGE IN BID DATE

The bid date for this Project has been changed from December 26, 2023 [Date] to January 16, 2024 [Date]

Time of day and place for submittal of bid remains the same.

END OF ADDENDUM NO. 1

DATED: December 21, 2023

STATE OF TEXAS
GABRIEL BENAVIDES JR.
119255
LICENSED
PROFESSIONAL ENGINEER
12/21/2023

END OF DOCUMENT

DOCUMENT 00900

ADDENDUM NO. 2

Date of Addendum: January 12, 2024

PROJECT NAME: **Installation of a New 750 KW Standby Generator for the Downtown WTP Backup General Addition**

PROJECT NO: 2 023-19

BID DATE: January 16, 2024

.

FROM: City of Edinburg
Attn: Criselda Lozano, Purchasing Manager Finance
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

****

ITEM 1: CLARIFICATION TO CONTRACTOR'S QUESTION

Question: Where should generator status tie into SCADA?

Response: Generator SCADA monitoring or remote annunciation installation is not required in Project. Remove the associated labor and material costs for remote generator annunciator and SCADA Supervision in bid.

ITEM 2: TOTAL

Change: Total Project Allowance shall be $100,000.

END OF ADDENDUM NO. 2

DATED: January 12, 2024

END OF DOCUMENT

THE CITY OF Edinburg

DOCUMENT 00900

ADDENDUM NO. 3

Date of Addendum: January 15, 2024

PROJECT NAME: **Installation of a New 750 KW Standby Generator for the Downtown WTP Backup General Addition**

PROJECT NO: 2 023-19

BID DATE: January 23, 2024

FROM: City of Edinburg
Attn: Criselda Lozano, Purchasing Manager Finance
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

****

CHANGE IN BID DATE

The bid date for this Project has been changed from **January 16, 2024** to **January 23, 2024 - 3PM**

Time of day and place for submittal of bid remain the same.

END OF ADDENDUM NO. 3

DATED: January 15, 2024

STATE OF TEXAS
GABRIEL BENAVIDES JR.
119255
LICENSED
PROFESSIONAL ENGINEER
1-15-2024

END OF DOCUMENT

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/23/24

Company/Vendor Name: McDonald Municipal and Industrial - A Division of C. E. McDonald Electric, Inc.

Printed Name and Title: Wayne Berkenmeier Vice President Special Projects

Authorized Signatory:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	**CONTACT NAME:** Ashley Enrique **PHONE (A/C, No, Ext):** 817-349-2279 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** aenrique@higginbotham.net
INSURED CFMCD McDonald Municipal & Industrial, a Div. of C.F. McDonald Electric, Inc. 5044 Timber Creek Dr. Houston TX 77017-595	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : United Fire & Casualty Co. — 13021 INSURER B : The Travelers Property Casualty Company Of — 25674 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : Houston Casualty Company — 42374 INSURER E : Westchester Surplus Lines Ins Co — 10172 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2068764467 **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			85318281	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X $1000 Deductible						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			85318281	4/1/2023	4/1/2024	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			CUP2T41569323NF	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [X] RETENTION $ 10,000						PR/CO Ops Agg	$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001303563	4/1/2023	4/1/2024	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					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
A	L/R Equipment / Instal. Floater			46308377	4/1/2023	4/1/2024	*See Below	
E	Pollution Liability			G27577313009	4/1/2023	4/1/2024	*See Below	
D	Professional Liability			HCC 23 68946	4/1/2023	4/1/2024	*See Below	

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

Coverages:
Crime Policy Number: 105917903: Policy Term: 4/01/2023-04/01/2024 Single Loss Limit - $750,000; $5,000 Single Loss Retention
Leased/Rented Equipment Policy Number: 46308377: $200,000 Per Item Limit; $1,000 Deductible
Pollution Liability Policy Number: G27577313009: $10,000,000 Each Pollution Condition; $5,000 Deductible
Professional Liability Policy Number: HCC2368946: $1,000,000 Each Claim; $1,000,000 Total of All Claims; $15,000 Deductible Per Claim

See Attached...

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CFMCD

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	McDonald Municipal & Industrial, a Div. of C.F. McDonald Electric, Inc. 5044 Timber Creek Dr. Houston TX 77017-595
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The General Liability policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The General Liability policy includes a blanket additional insured endorsement, which includes Completed Operations and Ongoing Operations, that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes Contractual Liability.

The Commercial Automobile policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Commercial Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Commercial Automobile policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The Commercial Automobile policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Umbrella Liability policy is follow form on the General Liability, Automobile Liability and Employers' Liability policies.

The Umbrella Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Workers Compensation policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Workers Compensation policy includes a United States Longshore and Harbor Workers' Compensation Act Coverage Endorsement.

The Workers Compensation policy includes a Texas Maritime Coverage Endorsement.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement, which shall be primary and non-contributory only when there is a written contract between the insured and the certificate holder that requires such provision.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement, which includes Products- Completed Operations Hazard that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Contractors Pollution policy includes a includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

RE: Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
(Full, correct legal name)

- Address: 5044 Timber Creek - Houston, TX 77017
- Telephone/Fax: 713-921-1368
- Email address: Wayneb@mcdonaldinc.com

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

3. Yes____ No X

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

4. Where is the Company's corporate headquarters located? Houston, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Wayne Berkenmeier
Address: 5044 Timber Creek Houston, TX 77017
Telephone: 713-921-1368
Fax: 713-921-5109
Email: WayneB@mcdonaldinc.com

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One ~~YES~~ NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One ~~YES~~ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One ~~YES~~ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

SENATE BILL 13 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

SENATE BILL 19 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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.

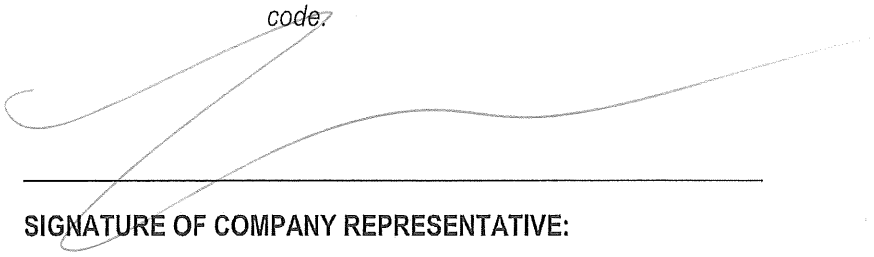
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Wayne Berkenmeier

1/23/24

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. Address *(principal place of business)*: 5044 Timber Creek Houston, TX 77017	Name: Merchants Bonding Company (Mutual) Address *(principal place of business)*: 6700 Westown Parkway West Des Moines, IA 50266
Owner	**Bid**
Name: City of Edinburg Address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78539	Project *(name and location)*: Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps Bid Due Date: December 26, 2023

Bond

Penal Sum: Five Percent of Greatest Amount Bid Dollars ($ 5% G.A.B.)

Date of Bond: December 15, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. *(Full formal name of Bidder)*	Merchants Bonding Company (Mutual) *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Wayne Berkenmeier *(Printed or typed)*	Name: Michael Maddux *(Printed or typed)*
Title: Vice President Special Projects	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Diane Dollar *(Printed or typed)*	Name: Todd Mohr *(Printed or typed)*
Title: Secretary/Treasurer	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Tyler Smith; Chris Kolkhorst; Denise Raker; James R Reid; Michael Maddux; Ryan K Moss; Sandra Villegas; Stacie Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of March , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of March 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

(515) 243-8171
(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.		
Corporate Office	5044 Timber Creek Houston, TX 77017		
Name:	Wayne Berkenmeier	Phone number:	713-921-1368
Title:	Vice President Special Projects	Email address:	WayneB@mcdonaldinc.com
Business address of corporate office:	5044 Timber Creek Houston, TX 77017		
Local Office	Same		
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:	05/01/56	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 - Owned personally by	Affiliation:	
Address:	Larry Stephenson, President		
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:	Larry Stephenson	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ none
Name:	Wayne Berkenmeier	Title:	Vice President Special Projects
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Harry Keller	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Diane Dollar	Title:	Secretary/Treasurer

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Contractor		
Licensing Agency:	State Of Texas		
License No:	18339	Expiration Date:	08/12/24
Name of License:	Electrical Master		
Licensing Agency:	State Of Texas		
License No:	3559	Expiration Date:	03/19/24

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:	Alan Coleman	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10 hour and 30 hour	OSHA	
OSHA 510 and Fall Protection Inspector	UT Arlington	

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

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	1.22	0	253,635	1.14	0	230,187	1.04	1.83	208,888
Current EMR - .88 for	2023								

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Merchants Bonding
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):	11700 Katy Freeway, Suite 1100 Houston, TX 77079

Physical Address (principal place of business):	Same		
Phone (main):	713-439-5218	Phone (claims):	Same

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)
United Fire & Casualty Co.	General Liability, Auto, Equipment
Texas Mutual	Workers Comp
Travelers Property Casualty	Umbrella
Westchester Surplus Lines	Pollution
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):	11700 Katy Freeway, Suite 1100 Houston, TX 77079		
Physical Address (principal place of business):	Same		
Phone (main):	Vicki O'Campo	Phone (claims):	281-531-2015

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:	170
Estimate of revenue for the current year:	$ 65,000,000
Estimate of revenue for the previous year:	$ 50,000,000

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

Years of experience with projects like the proposed project:	67			
As a general contractor:	67	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

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

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
(typed or printed name of organization)

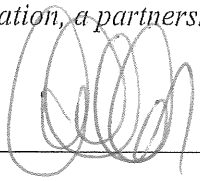
By: _____
(individual's signature)

Name: Wayne Berkenmeier
(typed or printed)

Title: Vice President Special Projects
(typed or printed)

Date: 1/23/24
(date signed)

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

Attest: 
(individual's signature)

Name: Diane Dollar
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Address for giving notices:
5044 Timber Creek Houston, TX 77017

Designated Representative:

Name: Wayne Berkenmeier
(typed or printed)

Title: Vice President Special Projects
(typed or printed)

Address:
5044 Timber Creek Houston, TX 77017

Phone: 713-921-1368

Email: WayneB@mcdonaldinc.com

Schedule A—Current Projects SeeAttached Please

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects - See Attached Please

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

Schedule C—Key Individuals - See Attached

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

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

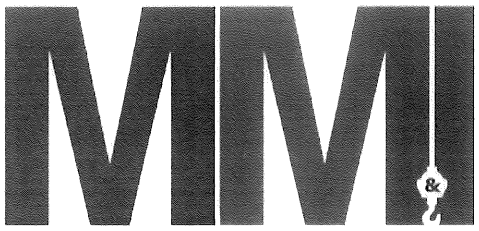
Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for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

JOBS IN PROGRESS 12/31/23

Job #	Project	Description	Contract $	% Complete	End Date	Owner/Rep	Phone #
18144	NASA Bldg 48	New Motor Control Centers, Generators and Switchgear	$9,873,526.00	95%	7/24	Alice Miller	281-483-3866
24238	AT&T Buffalo	AIC Reno	$1,062,501.00	95%	4/24	Monica Mata	281-960-4652
24366	NASA Building 31X	ARES Annex	$2,759,403.00	25%	7/24	Lance Nowicki	504-616-8181
25388	NASA Bldg 31	Cummins Genset Generator	$843,058.00	5%	10/24	Amanda Aubry	281-485-5212
25741	AT&T Jefferson Toll	Switchgear Maintenance	$1,618,223.00	5%	5/25	Monica Mata	281-960-4652
25954	Isurge Of Spring	New Build Out	$673,874.00	40%	8/24	Chris White	832-696-6226
26237	NASA	Elevated Water Tank Project	$722,073.00	35%	5/24	Scott Brooks	850-528-2360
26616	Spring MOB	Core and Shell Electrical	$1,223,440.00	35%	7/24	Sean Mickler	281-286-6666
27150	NASA OLAF	JSC Aviation Logistics and Operations Facility	$3,490,000.00	10%	12/25	Lance Nowicki	504-616-8181
27225	Retina Consultants Woodlands	New Build Out	$1,032,859.00	10%	8/24	John Nguyen	832-364-4438
26049	Summit Rock Austin	Two Level Golf Course Clubhouse	$1,574,609.00	35%	10/24	David ten Brink	832-373-0764
26509	Covenant House Texas	Turn Key Electrical and Low Voltage Raceways	$4,313,906.00	35%	12/24	Aran Blackwell	713-783-8710
23667	City Of Pflugerville	Surface Water Treatment Plant Standby Generator	$7,951,173.00	85%	5/24	Mazher Hagizadah	972-490-7661
25138	City Of Burnett	Water Plant Emergency Power Project	$392,469.00	30%	6/24	Eric Belaj	512-715-3217
25379	Horsepen Bayou MUD	Water Plant No. 2 Generator Replacement	$528,409.00	25%	3/24	Brent Fields	251-558-8700
25384	City of Round Rock	Water Distribution System Generators	$1,597,100.00	80%	4/24	George Luke	469-949-8570
25584	Nottingham MUD	Wastewater Treatment Plant Motor Control Center	$2,282,496.00	65%	5/24	Vernon Webb	832-473-2162
25898	City Of Friendswood	Lift Station Mitigation Package 2 Harvey LS Repairs	$2,196,369.00	25%	6/24	Piervo Baltishni	832-8800-3483
25912	Fort Bend MUD 25	Generator Replacements Water Wells 1, 2, and LS 1, 3, 4	$593,069.00	5%	4/24	Hector Pena	956-949-6484
25914	RemingtonMUD 1	Lift Stations 1, 2, 3, 4, 5 and 6 Rehab	$1,564,469.00	10%	11/24	Rene Hurtado	713-784-4830
26050	Port Of Houston	Redundant Power Wharves 4, 5, 6	$7,135,469.00	35%	7/24	Josh Keller	281-330-3364
26173	Galveston MUD 12	Platforms & Emergency Quick Connects Lift Stations	$381,119.00	55%	2/24	Les Dodson	281-627-2633
26254	Bridgestone MUD	Lift Station 3 Improvements	$500,199.00	85%	3/24	Ken Grafton	713-353-7322
26279	Fort Bend MUD 34	Remote Well Emergency Generator Addition	$572,369.00	50%	4/24	Gary Goesler	281-558-8700
26297	Harris County MUD 89	Emergency Power Generators 3 Lift Stations	$1,354,349.00	85%	4/24	Matt Kelley	713-548-4997
26303	First Colony MUD 9	Construction Of Remote Water Well No. 2 Generator	$768,369.00	30%	8/24	Ken Grafton	713-353-7322
26304	City Of Friendswood	Lift Station Mitigation Package 2 Harvey LS Repairs	$1,882,469.00	50%	9/24	Piero Battistini	832-800-3483
26396	City Of Edinburg	1250KW Standby Generator for WWTP Belt Press	$664,469.00	5%	4/24	Gerardo Carmona	956-388-8212
26511	City Of Sealy	ARPA Lift Station Improvements	$614,369.00	35%	5/24	Mark Rudolph	974-836-7937
26524	Spencer Road PUD	Generator Replacement At WWTP	$311,269.00	10%	3/24	Mark Cervantes	713-204-7003
26535	Harris County MUD 165	Emergency Generators At Lift Stations 7, 11, 12, 16	$496,169.00	55%	3/24	Maurice Mullaly	832-461-7063
26589	Reid Road MUD	MCC Replacement At Water Plant 1	$904,269.00	65%	4/24	Jose Sagreva	713-462-3242
26614	Mission Bend MUD 1	Generator Additional At Water Plant 2	$602,463.00	50%	5/24	Jolie Craft	713-557-7787
26626	Brazoria County MUD 2	Construction Of 2022 Water Plant Improvements	$440,742.00	35%	3/24	Les Dodson	281-627-2633
26634	Matagorda County	Critical Facilities Generators and Quick Connectss	$954,469.00	30%	10/24	John Mercer	361-782-7121
25891	Pasadena ISD	HVAC Renovations	$698,484.00	15%	8/24	Tom Gadbury	832-283-9003
26947	Salvation Army	Electrical Build Back	$1,264,000.00	45%	7/24	Richard Peoples	346-305-9141
27126	Goose Creek ISD	Stallworth Field House	$920,560.00	20%	9/24	Francois Harvey	832-588-4697
27210	Transcore	Electrical Renovations	$1,149,984.00	5%	10/24	Bryan Tully	832-722-2181

Past Completed Projects

Job #	Project	Description	Contract $	End Date	Owner/Rep	Phone #
21182	NASA Various Bldgs	Demo existing	$343,449.00	9/22	Adam Greene	205-918-4043
21615	West Central Texas Water Dist	Booster Pump Station 2 Electrical Improvements	$447,469.00	8/22	Jeff Hensley	817-735-7367
22020	City Of Bryan	Main Street Pump Station Electrical Improvements	$1,544,469.00	1/22	Allen Woelke	512-346-1100
22035	Harris County Fresh Water No 51	Regional WWTP Electrical Improvements	$1,768,469.00	10/21	Marcel Rhoaul	713-462-3178
22040	City Of Hempstead	Permanent Generators Installation	$326,469.00	9/21	David Peters	877-463-1699
22060	Spring Creek Utility District	Central Detention Pump Station Generator Replacement	$658,469.00	10/21	Jim Ainsworth	713-942-2700
22067	City Of Rosenberg	Lift Station Improvements	$244,369.00	12/21	Jimmy Flowers	713-450-4629
22315	City Of West Orange	Emergency Generator Installation	$733,257.00	8/22	Cerek Graffagnino	409-724-7888
22321	NASA Johnson Space Center	Emergency Operations Center	$1,498,019.00	2/22	Scott Brooks	850-528-2350
22323	Sam Houston State University	Electrical Distribution Upgrades	$1,126,042.00	7/22	Casey House	936-294-3535
22337	Galveston County WCID 12	Standpipe Booster Station	$348,469.00	8/21	Les Dodsen	713-450-4629
22425	Clear Lake City Water Authority	Water Plant #1 Generator	$794,469.00	2/22	Jake Kocurek	713-221-6900
22451	Harris County MUD 26	Water Plant #1 and #2 Electrical Improvements	$957,469.00	2/22	Tyralyn Springgins	713-777-5337
22471	Varner Creek Utility District	Water Plant #1 Generator	$238,469.00	11/21	Steve Matula	979-849-6681
22500	Goose Creek ISD	Ground Up Robotics Center	$457,713.00	1/22	Ricky Trant	713-829-2187
22576	Humble ISD	Multi Campus Mechanical Renovations	$1,612,050.00	2/22	David Walker	281-941-4947
22605	Charterwood MUD	Access Driveway and Emergency Power Generator	$302,469.00	1/22	Chad Howes	936-271-9600
22634	Healtherloch MUD	Lift Station #1 and #2 Improvements	$329,719.00	2/22	Ken Grafton	713-777-5337
22698	Galveston County WCID 12	Water Plant Generators	$928,469.00	1/22	Les Dodson	713-450-4629
22700	City Of Alvin	CDBG-DR Generator Installations	$850,114.00	10/22	Jimmy Flowers	713-450-1300
22732	Fort Bend County LID 1	Storm Water Pump Station #1 Generator Replacement	$404,469.00	2/22	Mariana Cuellar	713-795-5200
22739	AT&T Parkwest	Switchgear Maintenance	$608,534.00	8/22	Monica Mata	281-960-4652
22803	Advanced Body Scan	Build out new space	$696,328.00	12/21	Chris White	281-286-6666
22820	Harris County MUD 105	Water Plants #1, 2 and 3 SCADA Upgrades	$674,469.00	2/22	Taylor Reed	713-782-0042
22875	Kingwood Elite Surgery Center	New build out	$912,754.00	12/21	Monica Mata	713-567-7916
22888	Bellaire ABS Surgical Center	New build out	$825,731.00	12/21	Chris White	281-286-6666
23024	Quanta	Chiller Replacement	$1,701,305.00	8/22	David Payne	713-955-9871
23030	Clay Services	Electrical For New Building	$418,981.00	10/22	John Blackmon	832-683-6536
23047	City Of League City	Odor Control For Hewitt and Tuscan Lift Stations	$432,469.00	3/22	Marcos Garcia	281-554-1486
23078	City Of Pflugerville	Lake Pump Station Standby Generator	$1,164,469.00	10/22	Mazher Hagizadah	972-490-7661
23121	Harris County MUD 132	Water Plant MCC Replacement	$374,469.00	10/22	David Ramos	281-350-7027
23143	Goliad County	Generator Improvements	$350,469.00	4/22	Anna Aldridge	361-814-9900
23210	Harris County MUD 165	Emergency Generators For Lift Stations 6, 8, 9	$308,469.00	4/22	Maurice Mullaly	281-506-7190
23211	City Of Bunker Hill Village	Water Well #5 Site Improvements	$1,531,646.00	10/22	Jacob Floyd	713-461-3530
23597	MLN Warehouse	Electrical Buildout	$507,399.00	10/22	Rusty Minchew	713-870-1091
23815	Trail Of Lakes	WWTP PLC Upgrades	$328,469.00	9/22	Gary Goesler	713-488-8292
23901	West Lake MUD #1	Water Plant 1 Improvements	$1,591,529.00	6/23	Gary Goesler	713-488-8292
23952	Montgomery County MUD 8	Water Plant No. 1 MCC and Control Bldg Replacement	$352,469.00	10/22	Nan Escalante	713-777-5337
23998	Northwest Harris County MUD 19	350KW Natural Gas Generator For Water Plant 1	$332,469.00	9/22	April Avrit	713-461-9600
24357	The Landing	New Trailer Park	$2,850,682.00	12/22	Sean Mickler	281-286-6666
24399	South Houston Nissan	Site Lighting Upgrade Phase 2	$369,010.00	9/22	Cathy Linhart	713-545-7503
24430	AT&T Weslayan	Switchgear Maintenance	$548,869.00	12/22	Mauricio Murillo	281-960-0488



Generator Installation References

We have installed over 1000 emergency generators over the last 10 years at many different facilities including those at Water Facilities, Waste Water Facilities including WWTP's and Lift Stations, Data Centers, Commercial Office buildings, Shipping Ports around the Gulf Coast, Fire Stations, Police Stations, and many others. These generators range in size from 15KW to 2500KW and include diesel, propane, bi fuel, and natural gas. The following is a short list of comparable projects that we have completed in the last 5 years:

1. Chelford City MUD Generator Addition.
   Contract Amount: $2,3M.
   Scope: We installed a 2000KW generator, new 3000A electrical service, and new electrical distribution throughout a WWTP site in Harris County Texas to provide emergency power to the facility.
   Contact Person: Taylor Reed at Van De Wiele & Vogler Inc.
   (713) 782-0042 or TReed@vs-eng.com

2. Fort Bend Levee Improvement District 2.
   Contract Amount: $2.1M
   We constructed a new building to house a new electrical distribution system and a new 450KW natural gas generator and a new 450KW diesel generator for redundant feeds to a Storm Water Pumping Station. This project was one of my favorites as it included concrete, masonry, steel, roofing, concrete, utilities, paint, drywall, HVAC, plumbing, etc. for the "turn key" construction of the facility which allowed us to illustrate our "turn key" construction capabilities. Our work on this project and our work on other projects can be seen at the following link so please click below to see:

   https://www.mcdonaldinc.com/mcdonald-municipal-industrial.html
   Contact Person: Eric Burrer at Burrer Engineering
   (281) 841-9405 or eric@burrereng.com

3. Bay City Harvey Recovery Generators at the City of Bay City
   Contract Amount: $1.35M
   We installed (4) generators at (4) separate sites in the City of Bay City. Our work included new electrical distribution equipment, concrete pads, and site work for a "turnkey" installation.
   Contact Person: Wade Parks at Garver.
   832-335-8299 or wpparks@garverusa.com

4. City of Pearland Recreation Center & Natatorium Generator and Improvements
   Contract Amount: $1.26M
   We installed a new 750KW natural gas generator at a large building for the City of Pearland to provide housing for the community in time of a natural disaster. Our work included a new concrete pad, new electrical distribution equipment, and several interior improvements to the HVAC system, ceiling improvements, and partition walls.
   Contact Person: Jameson Appel at the City of Pearland
   281-652-1757.1 jappel@pearlandtx.gov

5. Pintail Pump Station Auxiliary Power & Upgrades
   Contract Amount: $1,06M
   We installed new site utilities, driveway, generator pad, a 1000KW generator, and modifications to an existing EATON switch.
   Contact Person: Dale Crown, P.E. at the Town of Flower Mound
   972-874-6302 or

In addition to the references above I would encourage you to check our capabilities by talking to any of the people below as we have installed hundreds of generators in water and wastewater facilities for them at many different facilities in and around the Gulf Coast:

Eric Burrer. Burrer Engineering 281-841-9405

Guy Humphrey: Costello Engineering 713-783-7788

Andres Aranzales: Van De Weile & Vogler Inc. 713-782-0042

Shane Mecke: Baird Gilroy & Dixon Electrical Engineers: 281-529-5005

Sincerely,

Wayne Berkenmeier
Vice President Special Projects
C.F. McDonald Electric Company

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH.
(713) 928-2569 FAX

December 26, 2023

To Whom It May Concern

RE: Equipment

Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project. We have the following:

(50) stocked service trucks
(1) dump truck
(1) bucket truck
(1) backhoe
(1) mini excavator
(2) trenching machines
(50) shovels
(5) water pumps
(5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own. In addition to everything that we own we have accounts at all of the major equipment rental companies. Whatever we do not own we can easily rent.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

Raymond Leal

Project Manager/Quality Manager

6209 E. FM 1462, Rosharon, TX. 77583

832-798-0198 - raymond@mcdonaldinc.com

-CORE STRENGHTS & EXPERIENCE-

- Ability to oversee, lead, and manage general construction projects with heavy expertise in technical electrical systems
- Electrical code
- Motor control cabinet installations and maintenance
- Blueprint and Schematics reading
- Wiring diagrams
- Installation of generators and transformers
- Installation of switches and circuit breakers
- Troubleshooting and testing
- Installation of medium voltage switchgear
- Conduit installation strong rigid and pvc-coated rigid
- Water and waste water lift station electrical installation
- Natural gas and diesel generator pipping installation, sizing and associated components
- Major underground installation for power company

-PROFESSIONAL EXPERIENCE-

Project manager• C.F. McDonald Electric/mmi • 2010-present

On site supervision required for the successful completion of general construction projects. Work cooperatively with engineers, architects, inspectors, testing laboratories, owners, subcontractors, and inspectors. Knowledgeable of all major construction trades such as electrical, plumbing, concrete, masonry, structural steel, utility work, etc.

ELECTRICIAN/GENERAL FOREMAN• C.F. MCDONALD ELECTRIC/MMI • 1999-2010

Hands on expertise in direction and supervising execution of diverse projects on installation of electrical, utilities and water infrastructure development. Inspect locations of projects to verify requirements before bidding, reviewing cost estimates. Oversee a variety of utility construction and distribution projects, including large scale electrical, water, sewer and storm water pipe installation. Successfully completed projects for the cities and counties within the Houston area. Projects completed in time and within budget. Work cooperatively with engineers, architects and inspectors. Comprehension of construction documents, specifications and submittals. Operate mini excavators and front end loaders. Oversee laying of concrete and formwork.

-EDUCATION-

Electrical License • 2004 • Houston JATC

High School Diploma • 1998 • Milby High School

Primary language – English

-LICENSES-

Texas JIW license

Texas Class C Driver's License

TWIC Card

William "Bill" Baldridge
General Superintendent
8438 Bridgefoot Lane Houston, TX 77064
832-433-5669
Billb202@yahoo.com

-CORE STRENGTHS-

- Ability to oversee, lead, and manager general construction projects with heavy expertise in technical electrical systems
- Electrical code
- Motor control cabinet installations and maintenance
- Blueprint and Schematics reading
- Wiring diagrams
- Generators and Transformers
- Switches and circuit breakers
- Troubleshooting and testing
- Medium voltage switchgear
- Conduit installation strong rigid and pvc-coated rigid
- Water and waste water lift station electrical installation
- Natural gas and diesel generator pipping installation, sizing and associated components
- Major underground installation for power company

-PROFESSIONAL EXPERIENCE-

GENERAL SUPERINTENDENT• C.F. MCDONALD ELECTRIC/MMI • 2018-PRESENT
On site supervision required for the successful completion of general construction projects. Work cooperatively with engineers, architects, inspectors, testing laboratories, owners, subcontractors, and inspectors. Knowledgeable of all major construction trades such as electrical, plumbing, concrete, masonry, structural steel, utility work, etc.

ELECTRICIAN/FOREMAN• C.F. MCDONALD ELECTRIC/MMI • 2015-2018
Hands on expertise in direction and supervising execution of diverse projects on installation of electrical, utilities and water infrastructure development. Inspect locations of projects to verify requirements before bidding, reviewing cost estimates. Oversee a variety of utility construction and distribution projects, including large scale electrical, water, sewer and storm water pipe installation. Successfully completed projects for the cities and counties within the Houston area. Projects completed in time and within budget. Work cooperatively with engineers, architects and inspectors. Comprehension of construction documents, specifications and submittals. Operate mini excavators and front end loaders. Oversee laying of concrete and formwork.

-EDUCATION-

ELEECTRICAL LICENSE • 2013 • HOUSTON JATC
HIGH SCHOOL DIPLOMA • 2007 • CYCREEK HIGH SCHOOL
PRIMARY LANGUAGE – ENGLISH

-LICENSES-

TEXAS JIW LICENSE
TEXAS CLASS C DRIVERS LICENSE

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS

December 1, 2021

To Whom It May Concern:

My name is Alan Coleman. I am the Safety Director at McDonald Electric. I was hired by McDonald Electric in September of 2018 as an Estimator and Project Manager, having been in the electrical industry for 30 years. Upon notification by Ike Osborn of his retirement, I began training to assume the responsibilities of Safety Director. I continue to expand my knowledge with classes and seminars. I have completed the following courses as of this date:

1. OSHA 10hour Course.
2. OSHA 30hour Course.
3. OSHA 510 OSHA Standard for Construction from UT Arlington at AGC.
4. Fall Protection Competent Inspector.

I oversee all aspects of our safety program. Some of my responsibilities are to train personnel for proper safety procedures, inspect job sites and correct any safety violations, inspect tools and equipment, procure any safety equipment that is needed on the job sites, and much more.

Perhaps most important, McDonald Electric has an open door policy for any employee to contact myself or management in regard to any safety concern. I am available at all times to discuss any issues which may arise.

McDonald Electric is very proud to have won numerous safety awards, some of which are shown below:

1. The AGC National Safety Award for a specialty company in 2004.
2. The AGC National Safety Award for a specialty company in 2009.
3. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2008.
4. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2009.
5. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2010.
6. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2011.
7. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2012.
8. JSC Safety and Health Excellence Award (Nova) in 2021.
9. National Contractors Association Achievement Of Zero Injury and Achievement In Safety Excellence 2021

McDonald Electric has an extremely detailed safety program available for your review at any time. Please contact me with any questions or concerns.

Sincerely,
C. F. McDonald Electric, Inc.

Alan Coleman
Safety Director

Cell 281 903-6044 – alan@mcdonaldinc.com

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 23 day of January, 2024.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
Name of Bidder

Signature of Bidder

Wayne Berkenmeier
Vice President Special Projects
Title of Signatory

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, Inc.

11/23/24
[*Date*]

[*Name and address*]

Dear [*Name of Owner*] : City Of Edinburg

The undersigned party certifies that [*Name of bidding company*] complies with the following criteria:
McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, Inc.

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.

Wayne Berkenmeier
Printed name

Signature

Vice President Special Projects
Position in bidding company

1/23/24
Date

AFFIDAVIT OF INSURANCE

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

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

Wayne Berkenmeie, who
[Affiant]

being by me duly sworn on his oath stated that he is Vice President Special Projects, of
[Title]
McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, 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 1/23/24.
[Date]

Notary Public in and for the State of TEXAS

Diana Dollar
[Print or type Notary Public name]

[Notary Seal]
DIANA DOLLAR
Notary Public, State of Texas
Commission Expires 11-10-2026
Notary ID 80869-2

My Commission Expires: 11/10/26
[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: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
State of Incorporation: Texas
Mailing Address: 5044 Timber Creek

- 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.*

Wayne Berkenmeier
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
[Typed Name of Company:]

Wayne Berkenmeier, Vice President Special Projects
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TKYJJDMT2D49

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

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

What is the UEI?

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

How do I register with SAM?

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

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
1/23/24

Company/Vendor Name:
McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Printed Name and Title:
Wayne Berkenmeier, Vice President Special Projects

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Address and Zip Code: 5044 Timber Creek Houston, TX 77017

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X No _____ 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.

Wayne Berkenmeier, Vice President Special Projects
(Name and Title of Signer – please type)

Signature

1/23/24
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

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

The Bidder certifies that:

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

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

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

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Wayne Berkenmeier

Title of Contractor's Authorized Official: Vice President Special Projects

Date: 1/23/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Wayne Berkenmeier	Vice President Special Projects
NAME	TITLE
	1/23/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Wayne Berkenmeier, being the first duly sworn, deposes and says that:

1. He/she is Vice President Special Projects (Owner, partner, etc.) of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:_____ Date: 1/23/24

Title: Vice President Special Projects Notary: Diana Dollar

(Apply Notary Seal)

(Print or type names under all signatures)

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

McDonald Municipal and Industrial - A Division

Reference For: ~~C.C. F. McDonald Electric, Inc.~~

Reference Company Name: LSA Engineering

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: Les Doelson

Date: 12/12/2023

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

McDonald Municipal and Industrial - A Division

Reference For: ~~of C.~~ F. McDonald Electric, ~~Inc.~~

Reference Company Name: BGE, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: Brent Fields

Printed Name: Brent Fields, PE (Senior Project Manager)

Date: 12/12/23

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

McDonald Municipal and Industrial - A Division

Reference For: ~~of C.~~ F. McDonald Electric, Inc.

Reference Company Name: City of Pearland - Capital Projects

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Oscar J. Lara

Date: 12/12/23

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

Reference For: McDonald Municipal and Industrial - A Division ~~of C. F. McDonald Electric, Inc.~~

Reference Company Name: BGE, Inc

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Gary L Goessler, PE

Date: December 13,2023

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

McDonald Municipal and Industrial - A Division

Reference For: ~~of C.~~ F. McDonald Electric, Inc.

Reference Company Name: Vogler & Spencer Engineering, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Taylor Reed, P.E.

Date: 12/12/2023

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 see attached.		

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
Generator	Kohler - Loftin Equipment

BIDDER

Executed this: 23 Day of : January 20. 24

By: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

BIDDER

Title: Wayne Berkenmeier, Vice President Special Projects

NOTARY PUBLIC

State of Texas

County of: Harris

Subscribed and sworn to before me this:

NOTARY PUBLIC

DIANA DOLLAR
Notary Public, State of Texas
Commission Expires 11-10-2026
Notary ID 80869-2

END OF SECTION

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH.
(713) 928-2569 FAX

January 23, 2024

To Whom It May Concern

RE: Equipment

Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project. We have the following:

(50) stocked service trucks
(1) dump truck
(1) bucket truck
(1) backhoe
(1) mini excavator
(2) trenching machines
(50) shovels
(5) water pumps
(5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own. In addition to everything that we own we have accounts at all of the major equipment rental companies. Whatever we do not own we can easily rent.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

McDonald Municipal and Industrial - A Division

NAME OF PRIME CONTRACTOR: of C. F. McDonald Electric, Inc. PROJECT #: 2023-19

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

n/a - no subcontractors - all done by Prime Contractor

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

   _____ Yes _____ No

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

   _____ Yes _____ No

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

   _____ Yes _____ No

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

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

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:
2023-1103310

Date Filed:
12/12/2023

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, 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.**
2023-19
Installation Of A New 750KW Standby Generator For The Downtown Plant High Service Pumps

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stephenson , Larry	Houston, TX United States	X	
Berkenmeier , Wayne	Houston, TX United States	X	
Keller, Harry	Houston , TX United States	X	
Dollar, Diane	Houston, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Wayne Berkenmeier, and my date of birth is 05/15/70.

My address is 5044 Timber Creek (street), Houston (city), TX (state), 77017 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 23rd day of Jan (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Taxable Entity Search Results

for the search string : 17415404536

ions about the search results, send an email to tax.help@cpa.texas.gov. or call 1-800-252-1386.

Franchise Tax Account Status

As of : 12/12/2023 14:46:05

Results

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

Name	Taxpayers ID#	Zip
C. F. MCDONALD ELECTRIC, INC.	17415404536	77017

C. F. MCDONALD ELECTRIC, INC.

Texas Taxpayer Number	17415404536
Mailing Address	5044 TIMBER CREEK DR HOUSTON, TX 77017-5954
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	09/24/1965
Texas SOS File Number	0021738400
Registered Agent Name	LARRY G STEPHENSON
Registered Office Street Address	5044 TIMBER CREEK DR HOUSTON, TX 77017

Franchise Tax Account Status

As of : 12/12/2023 14:46:05

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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:
2023-1103310

Date Filed:
12/12/2023

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, 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

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2023-19
Installation Of A New 750KW Standby Generator For The Downtown Plant High Service Pumps

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stephenson , Larry	Houston, TX United States	X	
Berkenmeier , Wayne	Houston, TX United States	X	
Keller, Harry	Houston , TX United States	X	
Dollar, Diane	Houston, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Wayne Berkenmeier, and my date of birth is 05/15/70.

My address is 5044 Timber Creek (street), Houston (city), TX (state), 77017 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 23rd day of Jan (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Taxable Entity Search Results

for the search string : 17415404536

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Franchise Tax Account Status

As of : 12/12/2023 14:46:05

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Texas SOS File Number	0021738400
Registered Agent Name	LARRY G STEPHENSON
Registered Office Street Address	5044 TIMBER CREEK DR HOUSTON, TX 77017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2023

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: Ashley Enrique
Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	PHONE (A/C, No, Ext): 817-349-2279 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: aenrique@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co.	13021
INSURER B : The Travelers Property Casualty Company Of	25674
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Houston Casualty Company	42374
INSURER E : Westchester Surplus Lines Ins Co	10172
INSURER F :	

INSURED
McDonald Municipal & Industrial,
a Div. of C.F. McDonald Electric, Inc.
5044 Timber Creek Dr.
Houston TX 77017-595
CFMCD

COVERAGES **CERTIFICATE NUMBER:** 2068764467 **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 $1000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			85318281	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			85318281	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP2T41569323NF	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE PR/CO Ops Agg	$ 10,000,000 $ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001303563	4/1/2023	4/1/2024	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
A E D	L/R Equipment / Instal. Floater Pollution Liability Professional Liability			46308377 G27577313009 HCC 23 68946	4/1/2023 4/1/2023 4/1/2023	4/1/2024 4/1/2024 4/1/2024	*See Below *See Below *See Below	

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

Coverages:
Crime Policy Number: 105917903: Policy Term: 4/01/2023-04/01/2024 Single Loss Limit - $750,000; $5,000 Single Loss Retention
Leased/Rented Equipment Policy Number: 46308377: $200,000 Per Item Limit; $1,000 Deductible
Pollution Liability Policy Number: G27577313009: $10,000,000 Each Pollution Condition; $5,000 Deductible
Professional Liability Policy Number: HCC2368946: $1,000,000 Each Claim; $1,000,000 Total of All Claims; $15,000 Deductible Per Claim

See Attached...

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CFMCD

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	McDonald Municipal & Industrial, a Div. of C.F. McDonald Electric, Inc. 5044 Timber Creek Dr. Houston TX 77017-595
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The General Liability policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The General Liability policy includes a blanket additional insured endorsement, which includes Completed Operations and Ongoing Operations, that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes Contractual Liability.

The Commercial Automobile policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Commercial Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Commercial Automobile policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The Commercial Automobile policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Umbrella Liability policy is follow form on the General Liability, Automobile Liability and Employers' Liability policies.

The Umbrella Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Workers Compensation policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Workers Compensation policy includes a United States Longshore and Harbor Workers' Compensation Act Coverage Endorsement.

The Workers Compensation policy includes a Texas Maritime Coverage Endorsement.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement, which shall be primary and non-contributory only when there is a written contract between the insured and the certificate holder that requires such provision.

The Contractors Pollution Liability policy includes a blanket additional insured endorsement, which includes Products- Completed Operations Hazard that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Contractors Pollution policy includes a includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

RE: Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/23/24

Company/Vendor Name: McDonald Municipal and Industrial - A Division of C. E. McDonald Electric, Inc.

Printed Name and Title: Wayne Berkenmeier Vice President Special Projects

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

McDonald Municipal and Industrial - A Division

1 Name/Name of Agency/Company: of C. F. McDonald Electric, Inc.
(Full, correct legal name)

- Address: 5044 Timber Creek - Houston, TX 77017
- Telephone/Fax: 713-921-1368
- Email address: Wayneb@mcdonaldinc.com

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

3. Yes____ No X

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

4. Where is the Company's corporate headquarters located? Houston, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Wayne Berkenmeier
Address: 5044 Timber Creek Houston, TX 77017
Telephone: 713-921-1368
Fax: 713-921-5109
Email: WayneB@mcdonaldinc.com

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One ~~YES~~ NO

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One ~~YES~~ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One ~~YES~~ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

SENATE BILL 13 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

SENATE BILL 19 VERIFICATION

I, Wayne Berkenmeier, the undersigned representative of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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.

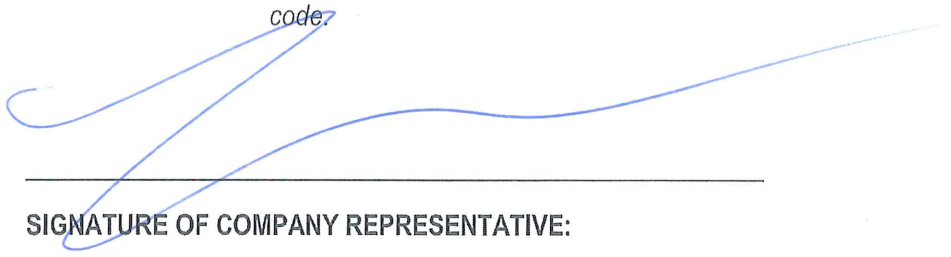
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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:

Wayne Berkenmeier, Vice President Special Projects

TYPE/PRINT NAME AND TITLE:

1/23/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, 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.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

1/23/24

Date

Wayne Berkenmeier

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

McDonald Municipal and Industrial - A Division

Reference For: ~~of C. F. McDonald Electric, Inc.~~

Reference Company Name: LSA Engineering

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: Les Dodson

Date: 12/12/2023

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

McDonald Municipal and Industrial - A Division

Reference For: ~~of C. F. McDonald Electric, Inc.~~

Reference Company Name: BGE, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: Brent Fields

Printed Name: Brent Fields, PE (Senior Project Manager)

Date: 12/12/23

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

McDonald Municipal and Industrial - A Division

Reference For: ~~C. F. McDonald Electric, Inc.~~

Reference Company Name: City of Pearland - Capital Projects

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____ Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: _____

Printed Name: Oscar J. Lara

Date: 12/12/23

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

Reference For: ~~of C.~~ F. McDonald Electric, Inc. McDonald Municipal and Industrial - A Division

Reference Company Name: BGE, Inc

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: _____

Printed Name: Gary L Goessler, PE

Date: December 13,2023

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

Reference For: McDonald Municipal and Industrial - A Division ~~of C. F. McDonald Electric, Inc.~~

Reference Company Name: Vogler & Spencer Engineering, Inc.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good X Satisfactory _____Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No____
4. Contractor's history of completing on schedule: Excellent ___ Good X Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: Taylor Reed, P.E.

Date: 12/12/2023

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. Address *(principal place of business)*: 5044 Timber Creek Houston, TX 77017	Name: Merchants Bonding Company (Mutual) Address *(principal place of business)*: 6700 Westown Parkway West Des Moines, IA 50266
Owner	**Bid**
Name: City of Edinburg Address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78539	Project *(name and location)*: Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps Bid Due Date: December 26, 2023
Bond	
Penal Sum: Five Percent of Greatest Amount Bid Dollars ($ 5% G.A.B.) Date of Bond: December 15, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc. *(Full formal name of Bidder)*	Surety Merchants Bonding Company (Mutual) *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Wayne Berkenmeier *(Printed or typed)*	Name: Michael Maddux *(Printed or typed)*
Title: Vice President Special Projects	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Diane Dollar *(Printed or typed)*	Name: Todd Mohr *(Printed or typed)*
Title: Secretary/Treasurer	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Tyler Smith; Chris Kolkhorst; Denise Raker; James R Reid; Michael Maddux; Ryan K Moss; Sandra Villegas; Stacie Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of March , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 10th day of March 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA — Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

(515) 243-8171
(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.		
Corporate Office	5044 Timber Creek Houston, TX 77017		
Name:	Wayne Berkenmeier	Phone number:	713-921-1368
Title:	Vice President Special Projects	Email address:	WayneB@mcdonaldinc.com
Business address of corporate office:	5044 Timber Creek Houston, TX 77017		
Local Office	Same		
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:	05/01/56	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 - Owned personally by	Affiliation:	
Address:	Larry Stephenson, President		
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:	Larry Stephenson	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ none
Name:	Wayne Berkenmeier	Title:	Vice President Special Projects
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Harry Keller	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:	Diane Dollar	Title:	Secretary/Treasurer

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Contractor		
Licensing Agency:	State Of Texas		
License No:	18339	Expiration Date:	08/12/24
Name of License:	Electrical Master		
Licensing Agency:	State Of Texas		
License No:	3559	Expiration Date:	03/19/24

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:	Alan Coleman	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10 hour and 30 hour	OSHA	
OSHA 510 and Fall Protection Inspector	UT Arlington	

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

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	1.22	0	253,635	1.14	0	230,187	1.04	1.83	208,888
Current EMR - .88 for	2023								

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Merchants Bonding
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):	11700 Katy Freeway, Suite 1100 Houston, TX 77079

Physical Address (principal place of business):	Same		
Phone (main):	713-439-5218	Phone (claims):	Same

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)
United Fire & Casualty Co.	General Liability, Auto, Equipment
Texas Mutual	Workers Comp
Travelers Property Casualty	Umbrella
Westchester Surplus Lines	Pollution
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):	11700 Katy Freeway, Suite 1100 Houston, TX 77079		
Physical Address (principal place of business):	Same		
Phone (main):	Vicki O'Campo	Phone (claims):	281-531-2015

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:	170
Estimate of revenue for the current year:	$ 65,000,000
Estimate of revenue for the previous year:	$ 50,000,000

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

Years of experience with projects like the proposed project:	67			
As a general contractor:	67	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

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

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
(typed or printed name of organization)

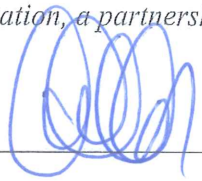
By: _____
(individual's signature)

Name: Wayne Berkenmeier
(typed or printed)

Title: Vice President Special Projects
(typed or printed)

Date: 1/23/24
(date signed)

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

Attest: 
(individual's signature)

Name: Diane Dollar
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Address for giving notices:
5044 Timber Creek Houston, TX 77017

Designated Representative:

Name: Wayne Berkenmeier
(typed or printed)

Title: Vice President Special Projects
(typed or printed)

Address: 5044 Timber Creek Houston, TX 77017

Phone: 713-921-1368

Email: WayneB@mcdonaldinc.com

Schedule A—Current Projects SeeAttached Please

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects - See Attached Please

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

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

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

	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction Manager				

Schedule C—Key Individuals - See Attached

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

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

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

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

JOBS IN PROGRESS 12/31/23

Job #	Project	Description	Contract $	% Complete	End Date	Owner/Rep	Phone #
18144	NASA Bldg 48	New Motor Control Centers, Generators and Switchgear	$9,873,526.00	95%	7/24	Alice Miller	281-483-3866
24238	AT&T Buffalo	AIC Reno	$1,062,501.00	95%	4/24	Monica Mata	281-960-4652
24366	NASA Building 31X	ARES Annex	$2,759,403.00	25%	7/24	Lance Nowicki	504-616-8181
25388	NASA Bldg 31	Cummins Genset Generator	$843,058.00	5%	10/24	Amanda Aubry	281-485-5212
25741	AT&T Jefferson Toll	Switchgear Maintenance	$1,618,223.00	5%	5/25	Monica Mata	281-960-4652
25954	Isurge Of Spring	New Build Out	$673,874.00	40%	8/24	Chris White	832-696-6226
26237	NASA	Elevated Water Tank Project	$722,073.00	35%	5/24	Scott Brooks	850-528-2360
26616	Spring MOB	Core and Shell Electrical	$1,223,440.00	35%	7/24	Sean Mickler	281-286-6666
27150	NASA OLAF	JSC Aviation Logistics and Operations Facility	$3,490,000.00	10%	12/25	Lance Nowicki	504-616-8181
27225	Retina Consultants Woodlands	New Build Out	$1,032,859.00	10%	8/24	John Nguyen	832-364-4438
26049	Summit Rock Austin	Two Level Golf Course Clubhouse	$1,574,609.00	35%	10/24	David ten Brink	832-373-0764
26509	Covenant House Texas	Turn Key Electrical and Low Voltage Raceways	$4,313,906.00	35%	12/24	Aran Blackwell	713-783-8710
23667	City Of Pflugerville	Surface Water Treatment Plant Standby Generator	$7,951,173.00	85%	5/24	Mazher Hagizadah	972-490-7661
25138	City Of Burnett	Water Plant Emergency Power Project	$392,469.00	30%	6/24	Eric Belaj	512-715-3217
25379	Horsepen Bayou MUD	Water Plant No. 2 Generator Replacement	$528,409.00	25%	3/24	Brent Fields	251-558-8700
25384	City of Round Rock	Water Distribution System Generators	$1,597,100.00	80%	4/24	George Luke	469-949-8570
25584	Nottingham MUD	Wastewater Treatment Plant Motor Control Center	$2,282,496.00	65%	5/24	Vernon Webb	832-473-2162
25898	City Of Friendswood	Lift Station Mitigation Package 2 Harvey LS Repairs	$2,196,369.00	25%	6/24	Piervo Baltishni	832-8800-3483
25912	Fort Bend MUD 25	Generator Replacements Water Wells 1, 2, and LS 1, 3, 4	$593,069.00	5%	4/24	Hector Pena	956-949-6484
25914	RemingtonMUD 1	Lift Stations 1, 2, 3, 4, 5 and 6 Rehab	$1,564,469.00	10%	11/24	Rene Hurtado	713-784-4830
26050	Port Of Houston	Redundant Power Wharves 4, 5, 6	$7,135,469.00	35%	7/24	Josh Keller	281-330-3364
26173	Galveston MUD 12	Platforms & Emergency Quick Connects Lift Stations	$381,119.00	55%	2/24	Les Dodson	281-627-2633
26254	Bridgestone MUD	Lift Station 3 Improvements	$500,199.00	85%	3/24	Ken Grafton	713-353-7322
26279	Fort Bend MUD 34	Remote Well Emergency Generator Addition	$572,369.00	50%	4/24	Gary Goesler	281-558-8700
26297	Harris County MUD 89	Emergency Power Generators 3 Lift Stations	$1,354,349.00	85%	4/24	Matt Kelley	713-548-4997
26303	First Colony MUD 9	Construction Of Remote Water Well No. 2 Generator	$768,369.00	30%	8/24	Ken Grafton	713-353-7322
26304	City Of Friendswood	Lift Station Mitigation Package 2 Harvey LS Repairs	$1,882,469.00	50%	9/24	Piero Battistini	832-800-3483
26396	City Of Edinburg	1250KW Standby Generator for WWTP Belt Press	$664,469.00	5%	4/24	Gerardo Carmona	956-388-8212
26511	City Of Sealy	ARPA Lift Station Improvements	$614,369.00	35%	5/24	Mark Rudolph	974-836-7937
26524	Spencer Road PUD	Generator Replacement At WWTP	$311,269.00	10%	3/24	Mark Cervantes	713-204-7003
26535	Harris County MUD 165	Emergency Generators At Lift Stations 7, 11, 12, 16	$496,169.00	55%	3/24	Maurice Mullaly	832-461-7063
26589	Reid Road MUD	MCC Replacement At Water Plant 1	$904,269.00	65%	4/24	Jose Sagreva	713-462-3242
26614	Mission Bend MUD 1	Generator Additional At Water Plant 2	$602,463.00	50%	5/24	Jolie Craft	713-557-7787
26626	Brazoria County MUD 2	Construction Of 2022 Water Plant Improvements	$440,742.00	35%	3/24	Les Dodson	281-627-2633
26634	Matagorda County	Critical Facilities Generators and Quick Connectss	$954,469.00	30%	10/24	John Mercer	361-782-7121
25891	Pasadena ISD	HVAC Renovations	$698,484.00	15%	8/24	Tom Gadbury	832-283-9003
26947	Salvation Army	Electrical Build Back	$1,264,000.00	45%	7/24	Richard Peoples	346-305-9141
27126	Goose Creek ISD	Stallworth Field House	$920,560.00	20%	9/24	Francois Harvey	832-588-4697
27210	Transcore	Electrical Renovations	$1,149,984.00	5%	10/24	Bryan Tully	832-722-2181

Past Completed Projects

Job #	Project	Description	Contract $	End Date	Owner/Rep	Phone #
21182	NASA Various Bldgs	Demo existing	$343,449.00	9/22	Adam Greene	205-918-4043
21615	West Central Texas Water Dist	Booster Pump Station 2 Electrical Improvements	$447,469.00	8/22	Jeff Hensley	817-735-7367
22020	City Of Bryan	Main Street Pump Station Electrical Improvements	$1,544,469.00	1/22	Allen Woelke	512-346-1100
22035	Harris County Fresh Water No 51	Regional WWTP Electrical Improvements	$1,768,469.00	10/21	Marcel Rhoaul	713-462-3178
22040	City Of Hempstead	Permanent Generators Installation	$326,469.00	9/21	David Peters	877-463-1699
22060	Spring Creek Utility District	Central Detention Pump Station Generator Replacement	$658,469.00	10/21	Jim Ainsworth	713-942-2700
22067	City Of Rosenberg	Lift Station Improvements	$244,369.00	12/21	Jimmy Flowers	713-450-4629
22315	City Of West Orange	Emergency Generator Installation	$733,257.00	8/22	Cerek Graffagnino	409-724-7888
22321	NASA Johnson Space Center	Emergency Operations Center	$1,498,019.00	2/22	Scott Brooks	850-528-2350
22323	Sam Houston State University	Electrical Distribution Upgrades	$1,126,042.00	7/22	Casey House	936-294-3535
22337	Galveston County WCID 12	Standpipe Booster Station	$348,469.00	8/21	Les Dodsen	713-450-4629
22425	Clear Lake City Water Authority	Water Plant #1 Generator	$794,469.00	2/22	Jake Kocurek	713-221-6900
22451	Harris County MUD 26	Water Plant #1 and #2 Electrical Improvements	$957,469.00	2/22	Tyralyn Springgins	713-777-5337
22471	Varner Creek Utility District	Water Plant #1 Generator	$238,469.00	11/21	Steve Matula	979-849-6681
22500	Goose Creek ISD	Ground Up Robotics Center	$457,713.00	1/22	Ricky Trant	713-829-2187
22576	Humble ISD	Multi Campus Mechanical Renovations	$1,612,050.00	2/22	David Walker	281-941-4947
22605	Charterwood MUD	Access Driveway and Emergency Power Generator	$302,469.00	1/22	Chad Howes	936-271-9600
22634	Healtherloch MUD	Lift Station #1 and #2 Improvements	$329,719.00	2/22	Ken Grafton	713-777-5337
22698	Galveston County WCID 12	Water Plant Generators	$928,469.00	1/22	Les Dodson	713-450-4629
22700	City Of Alvin	CDBG-DR Generator Installations	$850,114.00	10/22	Jimmy Flowers	713-450-1300
22732	Fort Bend County LID 1	Storm Water Pump Station #1 Generator Replacement	$404,469.00	2/22	Mariana Cuellar	713-795-5200
22739	AT&T Parkwest	Switchgear Maintenance	$608,534.00	8/22	Monica Mata	281-960-4652
22803	Advanced Body Scan	Build out new space	$696,328.00	12/21	Chris White	281-286-6666
22820	Harris County MUD 105	Water Plants #1, 2 and 3 SCADA Upgrades	$674,469.00	2/22	Taylor Reed	713-782-0042
22875	Kingwood Elite Surgery Center	New build out	$912,754.00	12/21	Monica Mata	713-567-7916
22888	Bellaire ABS Surgical Center	New build out	$825,731.00	12/21	Chris White	281-286-6666
23024	Quanta	Chiller Replacement	$1,701,305.00	8/22	David Payne	713-955-9871
23030	Clay Services	Electrical For New Building	$418,981.00	10/22	John Blackmon	832-683-6536
23047	City Of League City	Odor Control For Hewitt and Tuscan Lift Stations	$432,469.00	3/22	Marcos Garcia	281-554-1486
23078	City Of Pflugerville	Lake Pump Station Standby Generator	$1,164,469.00	10/22	Mazher Hagizadah	972-490-7661
23121	Harris County MUD 132	Water Plant MCC Replacement	$374,469.00	10/22	David Ramos	281-350-7027
23143	Goliad County	Generator Improvements	$350,469.00	4/22	Anna Aldridge	361-814-9900
23210	Harris County MUD 165	Emergency Generators For Lift Stations 6, 8, 9	$308,469.00	4/22	Maurice Mullaly	281-506-7190
23211	City Of Bunker Hill Village	Water Well #5 Site Improvements	$1,531,646.00	10/22	Jacob Floyd	713-461-3530
23597	MLN Warehouse	Electrical Buildout	$507,399.00	10/22	Rusty Minchew	713-870-1091
23815	Trail Of Lakes	WWTP PLC Upgrades	$328,469.00	9/22	Gary Goesler	713-488-8292
23901	West Lake MUD #1	Water Plant 1 Improvements	$1,591,529.00	6/23	Gary Goesler	713-488-8292
23952	Montgomery County MUD 8	Water Plant No. 1 MCC and Control Bldg Replacement	$352,469.00	10/22	Nan Escalante	713-777-5337
23998	Northwest Harris County MUD 19	350KW Natural Gas Generator For Water Plant 1	$332,469.00	9/22	April Avrit	713-461-9600
24357	The Landing	New Trailer Park	$2,850,682.00	12/22	Sean Mickler	281-286-6666
24399	South Houston Nissan	Site Lighting Upgrade Phase 2	$369,010.00	9/22	Cathy Linhart	713-545-7503
24430	AT&T Weslayan	Switchgear Maintenance	$548,869.00	12/22	Mauricio Murillo	281-960-0488

McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

Generator Installation References

We have installed over 1000 emergency generators over the last 10 years at many different facilities including those at Water Facilities, Waste Water Facilities including WWTP's and Lift Stations, Data Centers, Commercial Office buildings, Shipping Ports around the Gulf Coast, Fire Stations, Police Stations, and many others. These generators range in size from 15KW to 2500KW and include diesel, propane, bi fuel, and natural gas. The following is a short list of comparable projects that we have completed in the last 5 years:

1. Chelford City MUD Generator Addition.
   Contract Amount: $2,3M.
   Scope: We installed a 2000KW generator, new 3000A electrical service, and new electrical distribution throughout a WWTP site in Harris County Texas to provide emergency power to the facility.
   Contact Person: Taylor Reed at Van De Wiele & Vogler Inc.
   (713) 782-0042 or TReed@vs-eng.com

2. Fort Bend Levee Improvement District 2.
   Contract Amount: $2.1M
   We constructed a new building to house a new electrical distribution system and a new 450KW natural gas generator and a new 450KW diesel generator for redundant feeds to a Storm Water Pumping Station. This project was one of my favorites as it included concrete, masonry, steel, roofing, concrete, utilities, paint, drywall, HVAC, plumbing, etc. for the "turn key" construction of the facility which allowed us to illustrate our "turn key" construction capabilities. Our work on this project and our work on other projects can be seen at the following link so please click below to see:

   https://www.mcdonaldinc.com/mcdonald-municipal-industrial.html
   Contact Person: Eric Burrer at Burrer Engineering
   (281) 841-9405 or eric@burrereng.com

3. Bay City Harvey Recovery Generators at the City of Bay City
   Contract Amount: $1.35M
   We installed (4) generators at (4) separate sites in the City of Bay City. Our work included new electrical distribution equipment, concrete pads, and site work for a "turnkey" installation.
   Contact Person: Wade Parks at Garver.
   832-335-8299 or wpparks@garverusa.com

4. City of Pearland Recreation Center & Natatorium Generator and Improvements
   Contract Amount: $1.26M
   We installed a new 750KW natural gas generator at a large building for the City of Pearland to provide housing for the community in time of a natural disaster. Our work included a new concrete pad, new electrical distribution equipment, and several interior improvements to the HVAC system, ceiling improvements, and partition walls.
   Contact Person: Jameson Appel at the City of Pearland
   281-652-1757.1 jappel@pearlandtx.gov

5. Pintail Pump Station Auxiliary Power & Upgrades
   Contract Amount: $1,06M
   We installed new site utilities, driveway, generator pad, a 1000KW generator, and modifications to an existing EATON switch.
   Contact Person: Dale Crown, P.E. at the Town of Flower Mound
   972-874-6302 or

In addition to the references above I would encourage you to check our capabilities by talking to any of the people below as we have installed hundreds of generators in water and wastewater facilities for them at many different facilities in and around the Gulf Coast:

Eric Burrer. Burrer Engineering 281-841-9405

Guy Humphrey: Costello Engineering 713-783-7788

Andres Aranzales: Van De Weile & Vogler Inc. 713-782-0042

Shane Mecke: Baird Gilroy & Dixon Electrical Engineers: 281-529-5005

Sincerely,

Wayne Berkenmeier
Vice President Special Projects
C.F. McDonald Electric Company

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH.
(713) 928-2569 FAX

December 26, 2023

To Whom It May Concern

RE: Equipment

Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project. We have the following:

(50) stocked service trucks
(1) dump truck
(1) bucket truck
(1) backhoe
(1) mini excavator
(2) trenching machines
(50) shovels
(5) water pumps
(5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own. In addition to everything that we own we have accounts at all of the major equipment rental companies. Whatever we do not own we can easily rent.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

Raymond Leal

Project Manager/Quality Manager

6209 E. FM 1462, Rosharon, TX. 77583

832-798-0198 - raymond@mcdonaldinc.com

-CORE STRENGHTS & EXPERIENCE-

- Ability to oversee, lead, and manage general construction projects with heavy expertise in technical electrical systems
- Electrical code
- Motor control cabinet installations and maintenance
- Blueprint and Schematics reading
- Wiring diagrams
- Installation of generators and transformers
- Installation of switches and circuit breakers
- Troubleshooting and testing
- Installation of medium voltage switchgear
- Conduit installation strong rigid and pvc-coated rigid
- Water and waste water lift station electrical installation
- Natural gas and diesel generator pipping installation, sizing and associated components
- Major underground installation for power company

-PROFESSIONAL EXPERIENCE-

Project manager• C.F. McDonald Electric/mmi • 2010-present

On site supervision required for the successful completion of general construction projects. Work cooperatively with engineers, architects, inspectors, testing laboratories, owners, subcontractors, and inspectors. Knowledgeable of all major construction trades such as electrical, plumbing, concrete, masonry, structural steel, utility work, etc.

ELECTRICIAN/GENERAL FOREMAN• C.F. MCDONALD ELECTRIC/MMI • 1999-2010

Hands on expertise in direction and supervising execution of diverse projects on installation of electrical, utilities and water infrastructure development. Inspect locations of projects to verify requirements before bidding, reviewing cost estimates. Oversee a variety of utility construction and distribution projects, including large scale electrical, water, sewer and storm water pipe installation. Successfully completed projects for the cities and counties within the Houston area. Projects completed in time and within budget. Work cooperatively with engineers, architects and inspectors. Comprehension of construction documents, specifications and submittals. Operate mini excavators and front end loaders. Oversee laying of concrete and formwork.

-EDUCATION-

Electrical License • 2004 • Houston JATC

High School Diploma • 1998 • Milby High School

Primary language – English

-LICENSES-

Texas JIW license

Texas Class C Driver's License

TWIC Card

William "Bill" Baldridge
General Superintendent
8438 Bridgefoot Lane Houston, TX 77064
832-433-5669
Billb202@yahoo.com

-CORE STRENGTHS-

- Ability to oversee, lead, and manager general construction projects with heavy expertise in technical electrical systems
- Electrical code
- Motor control cabinet installations and maintenance
- Blueprint and Schematics reading
- Wiring diagrams
- Generators and Transformers
- Switches and circuit breakers
- Troubleshooting and testing
- Medium voltage switchgear
- Conduit installation strong rigid and pvc-coated rigid
- Water and waste water lift station electrical installation
- Natural gas and diesel generator pipping installation, sizing and associated components
- Major underground installation for power company

-PROFESSIONAL EXPERIENCE-

GENERAL SUPERINTENDENT• C.F. MCDONALD ELECTRIC/MMI • 2018-PRESENT
On site supervision required for the successful completion of general construction projects. Work cooperatively with engineers, architects, inspectors, testing laboratories, owners, subcontractors, and inspectors. Knowledgeable of all major construction trades such as electrical, plumbing, concrete, masonry, structural steel, utility work, etc.

ELECTRICIAN/FOREMAN• C.F. MCDONALD ELECTRIC/MMI • 2015-2018
Hands on expertise in direction and supervising execution of diverse projects on installation of electrical, utilities and water infrastructure development. Inspect locations of projects to verify requirements before bidding, reviewing cost estimates. Oversee a variety of utility construction and distribution projects, including large scale electrical, water, sewer and storm water pipe installation. Successfully completed projects for the cities and counties within the Houston area. Projects completed in time and within budget. Work cooperatively with engineers, architects and inspectors. Comprehension of construction documents, specifications and submittals. Operate mini excavators and front end loaders. Oversee laying of concrete and formwork.

-EDUCATION-

ELEECTRICAL LICENSE • 2013 • HOUSTON JATC
HIGH SCHOOL DIPLOMA • 2007 • CYCREEK HIGH SCHOOL
PRIMARY LANGUAGE – ENGLISH

-LICENSES-

TEXAS JIW LICENSE
TEXAS CLASS C DRIVERS LICENSE

McDONALD ELECTRIC

CONTRACTORS • ENGINEERS

December 1, 2021

To Whom It May Concern:

My name is Alan Coleman. I am the Safety Director at McDonald Electric. I was hired by McDonald Electric in September of 2018 as an Estimator and Project Manager, having been in the electrical industry for 30 years. Upon notification by Ike Osborn of his retirement, I began training to assume the responsibilities of Safety Director. I continue to expand my knowledge with classes and seminars. I have completed the following courses as of this date:

1. OSHA 10hour Course.
2. OSHA 30hour Course.
3. OSHA 510 OSHA Standard for Construction from UT Arlington at AGC.
4. Fall Protection Competent Inspector.

I oversee all aspects of our safety program. Some of my responsibilities are to train personnel for proper safety procedures, inspect job sites and correct any safety violations, inspect tools and equipment, procure any safety equipment that is needed on the job sites, and much more.

Perhaps most important, McDonald Electric has an open door policy for any employee to contact myself or management in regard to any safety concern. I am available at all times to discuss any issues which may arise.

McDonald Electric is very proud to have won numerous safety awards, some of which are shown below:

1. The AGC National Safety Award for a specialty company in 2004.
2. The AGC National Safety Award for a specialty company in 2009.
3. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2008.
4. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2009.
5. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2010.
6. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2011.
7. JSC Contractors Safety Forum Safety Excellence Award (Stellar) in 2012.
8. JSC Safety and Health Excellence Award (Nova) in 2021.
9. National Contractors Association Achievement Of Zero Injury and Achievement In Safety Excellence 2021

McDonald Electric has an extremely detailed safety program available for your review at any time. Please contact me with any questions or concerns.

Sincerely,
C. F. McDonald Electric, Inc.

Alan Coleman
Safety Director

Cell 281 903-6044 – alan@mcdonaldinc.com

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 23 day of January, 2024.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
Name of Bidder

Signature of Bidder

Wayne Berkenmeier
Vice President Special Projects
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Please see attached.		

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
Generator	Kohler - Loftin Equipment

BIDDER

Executed this: 23 Day of : January 20. 24

By: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

BIDDER

Title: Wayne Berkenmeier, Vice President Special Projects

NOTARY PUBLIC

State of Texas

County of: Harris

Subscribed and sworn to before me this:

NOTARY PUBLIC

DIANA DOLLAR
Notary Public, State of Texas
Commission Expires 11-10-2026
Notary ID 80869-2

END OF SECTION

McDONALD
ELECTRIC
CONTRACTORS • ENGINEERS
5044 TIMBER CREEK
HOUSTON, TX 77017
(713) 921-1368 PH.
(713) 928-2569 FAX

January 23, 2024

To Whom It May Concern

RE: Equipment

Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project. We have the following:

(50) stocked service trucks
(1) dump truck
(1) bucket truck
(1) backhoe
(1) mini excavator
(2) trenching machines
(50) shovels
(5) water pumps
(5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own. In addition to everything that we own we have accounts at all of the major equipment rental companies. Whatever we do not own we can easily rent.

Sincerely,

Wayne Berkenmeier
Estimator/Project Manager

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, Inc.

[*Date*] 11/23/24

[*Name and address*]

Dear [*Name of Owner*] : City Of Edinburg

The undersigned party certifies that [*Name of bidding company*] complies with the following criteria: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

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.

Wayne Berkenmeier
Printed name

Signature

Vice President Special Projects
Position in bidding company

1/23/24
Date

Cannot Be Completed Until After Award

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

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

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

Wayne Berkenmeie, who
[Affiant]

being by me duly sworn on his oath stated that he is Vice President Special Projects, of
[Title]
McDonald Municipal and Industrial - A Division
of C. F. McDonald Electric, 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 1/23/24.
[Date]

Notary Public in and for the State of TEXAS

Diana Dollar
[Print or type Notary Public name]

[Notary Seal]
DIANA DOLLAR
Notary Public, State of Texas
Commission Expires 11-10-2026
Notary ID 80869-2

My Commission Expires: 11/10/26
[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: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
State of Incorporation: Texas
Mailing Address: 5044 Timber Creek

- 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.*

Wayne Berkenmeier
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.
[Typed Name of Company:]

Wayne Berkenmeier, Vice President Special Projects
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/23/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   X Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: TKYJJDMT2D49

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

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

What is the UEI?

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

How do I register with SAM?

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

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

1/23/24

Company/Vendor Name:

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Printed Name and Title:

Wayne Berkenmeier, Vice President Special Projects

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Address and Zip Code: 5044 Timber Creek Houston, TX 77017

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X No _____ 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.

Wayne Berkenmeier, Vice President Special Projects
(Name and Title of Signer – please type)

Signature

1/23/24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

McDonald Municipal and Industrial - A Division

NAME OF PRIME CONTRACTOR: of C. F. McDonald Electric, Inc. PROJECT #: 2023-19

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

n/a - no subcontractors - all done by Prime Contractor

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

   _____ Yes _____ No

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

   _____ Yes _____ No

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

   _____ Yes _____ No

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

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

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

The Bidder certifies that:

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

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

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

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Wayne Berkenmeier

Title of Contractor's Authorized Official: Vice President Special Projects

Date: 1/23/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Wayne Berkenmeier	Vice President Special Projects
NAME	TITLE
SIGNATURE	1/23/24
	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Wayne Berkenmeier, being the first duly sworn, deposes and says that:

1. He/she is Vice President Special Projects (Owner, partner, etc.) of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, 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:_____ Date: 1/23/24

Title: Vice President Special Projects Notary:_____

Diana Dollar

(Apply Notary Seal)

(Print or type names under all signatures)

City of Edinburg
Utilities
Gerardo Carmona, Director of Utilities
415 W. University Drive, Edinburg, TX 78541

RESPONSE DOCUMENT REPORT

RFB No. 2023-19

Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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

Report Generated: Thursday, March 7, 2024

D & F Industries, Inc. Response

CONTACT INFORMATION

Company:
D & F Industries, Inc.

Email:
j.garza@dandfindustries.com

Contact:
Juan Garza

Address:
P.O. Box 1680
Pharr, TX 78577

Phone:
N/A

Website:
dandfindustries.com

Submission Date:
Jan 23, 2024 1:24 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 17, 2024 1:52 PM by Juan Garza

Addendum #2
Confirmed Jan 17, 2024 1:52 PM by Juan Garza

Addendum #3
Confirmed Jan 17, 2024 1:52 PM by Juan Garza

QUESTIONNAIRE

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

Please do not upload multiple files.

1_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
4.8_Form_1295_Certificate_of_Interested_Parties.pdf5.3.4.01_Safety_Officer_certifications.pdf5.3.4.02_Injury_and_Illness_Incidence_Rates.pdf5.3.4.02_Workers_Conpensation_Experience_Rating.pdf

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

3_Insurance_Certificates.pdf

4. Required Forms

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

- CONFLICT_OF_INTEREST.pdf

4.1_Conflict_of_Interest_Disclosure.pdf

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

- GENERAL_QUESTIONNAIRE.pdf

4.2_General_Questionnaire.pdf

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

- LITIGATION_DISCLOSURE_FORM.pdf

4.3_Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4.4_House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4.5_Senate_Bill_13_Verification.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4.6_Senate_Bill_19_Verification.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

4.7_Conflict_of_Interest_Questionnaire_Form_CIQ.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at

least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

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

- B - Past Performance Evalua...

5.1_Past_Performance_Evaluation.pdf

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

- C - Bid Bond - SECTION 0131...

5.2_Bid_Bond.pdf

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

- D - Statement of Bidders Qu...

5.3_Statement_of_Bidders_Qualification.pdf

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

- E - Certificate of Bidders ...

5.4_Certificate_of_Bidders_Experience_&_Qualifications.pdf

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

- F - Equipment & Material Li...

5.5_Equipment_and_Material_List.pdf

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

- G - Non Bribery Model Form ...

5.6_Non-Bribery_Model_Form.pdf

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

- K - Performance Bond.pdf

5.7_Performance_Bond.pdf

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

- L - Payment Bond.pdf

5.8_Payment_Bond.pdf

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

- M - Affidavit of Insurance ...

5.9_Affidavit_of_Insurance_Document_00615.pdf

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

- N - Form of Business Docume...

5.10_Form_of_Business_Document_00645.pdf

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

- O - Certificate Regarding D...

5.11_Certificate_Regarding_Debarment_Document_00640.pdf

6. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Please download the below documents, complete, and upload.

- SAM Registration and Activa...

6.1_SAM_Registrationand_Activation.pdf

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

- Conflict of Interest Disclo...

6.2_Conflict_of_Interest_Disclosure.pdf

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

- Equal Employment Opportunit...

6.3_Equal_Employment_Opportunity_Certification.pdf

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

- Certification_of_Subcontrac...

6.4_Certification_of_Subcontractor_Equal_Employment_Opportunity.pdf

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

- Clean_Air_and_Water.pdf

6.5_Clean_Air_aand_Water_Certification.pdf

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

- Non-Lobbying_Activities.pdf

6.6_Non_lobbying_Activities_Certification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

6.7_Non_Collusion_Affidavit_of_Prime_Bidder_Subcontractor.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	1	LS	$834,402.00	$834,402.00	
2	Concrete slabs, stairs and bollards.	1	LS	$98,599.00	$98,599.00	
3	Contingency	1	LS	$50,000.00	$100,000.00	
TOTAL					**$1,033,001.00**	

Base Bid Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note - The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	1	LS	$849,402.00	$849,402.00	
2	Concrete slabs, stairs and bollards.	1	LS	$98,599.00	$98,599.00	
3	Contingency	1	LS	$50,000.00	$100,000.00	
	Total				$1,048,001.00	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2023

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 290-265-8 D & F INDUSTRIES, INC. PO BOX 1680 PHARR, TX 78577-1629	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 19** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	1845907	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1845907	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1845908	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

290-265-8 19 0
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

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 Nicholas R. Zoeller

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

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: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual Ins. Co.	22945
INSURED D & F Industries, Inc. P O Box 1680 Pharr TX 78577	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		0001111114	12/01/2023	12/01/2024	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
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

Robt R Yzaguirre

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 1/16/24

Company/Vendor Name: D&F Industries, Inc.

Printed Name and Title: Trenton Hausenfluck Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: D&F Industries, Inc.
(Full, correct legal name)

- Address: P. O. Box 1680 (3106 N. Sugar Rd.)
  Pharr, Texas 78577
- Telephone/Fax: 956-781-2496 / 956-781-0333
- Email address: _____

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? Pharr, 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: Trenton Hausenfluck
Address: P. O. Box 1680 (3106 N. Sugar Rd.), Pharr, Texas 78577
Telephone: 956-781-2496
Fax: 956-781-0333
Email: trent@dandfindustries.com

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

Vice President, (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

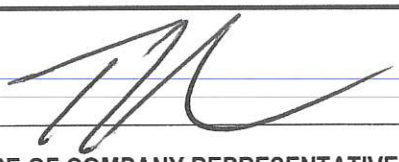
2. Will not boycott Israel during the term of the contract.

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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

SENATE BILL 13 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

D&F Industries, 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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

SENATE BILL 19 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

D&F Industries, 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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NOT APPLICABLE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NOT APPLICABLE

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.**

NOT APPLICABLE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

1/16/24

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1111879

Date Filed:
01/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D&F Industries, Inc.
Pharr, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-19
Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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 Trenton Hausenfluck, and my date of birth is 1/7/91.

My address is 3106 N. Sugar Rd. (street), Pharr (city), TX (state), 78577 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 16th day of January (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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

Reference For: D&F Industries, Inc.

Reference Company Name: G Noser Construction LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: George Noser

Printed Name: George Noser

Date: January 22, 2024

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

Reference For: D&F Industries, Inc.

Reference Company Name: **D. Wilson Construction Co.**

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___
   Good tracking system.

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 __
   Proactive in finding beneficial solutions.

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: **Eddie Rodriguez**
(956) 970-7595

Date: **1/22/24**

MARKEL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we D & F Industries, Inc., P.O. Box 1680, Pharr, TX 78577 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Ste. 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Edinburg as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid by Principal Percent (5% GAB%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Installation of New 750KW Generator for the Downtonwn Plant High Service Pumps.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of January, 2024.

Principal: D & F Industries, Inc.

By: _____
Signature

Name: T. C. HAUSENFLUCK

Title: PRESIDENT

SureTec Insurance Company

By: _____
Signature

Name: Tammy A. Friddle
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA# 4221025

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz, Alan N. Sisk, Marci James, Shannon Dunaway, Tammy A. Friddle, Amy Taylor

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of February , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of February , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of January , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221025
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	D&F Industries, Inc.		
Corporate Office			
Name:	Trenton Hausenfluck	Phone number:	956-781-2496
Title:	Vice President	Email address:	trent@dandfindustries.com
Business address of corporate office:	P. O. Box 1680 3106 N. Sugar Rd. Pharr, Texas 78577		
Local Office	Same as Above		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1953	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Frank Hausenfluck, Jr.	Title:	President
Authorized to sign contracts: ☒Yes ☐ No		Limit of Authority:	$ Full Authority
Name:	Trenton Hausenfluck	Title:	Vice President
Authorized to sign contracts: ☒Yes ☐ No		Limit of Authority:	$ Full Authority
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Electrical Contractor		
Licensing Agency:	Texas Department of Licensing and Regulation		
License No:	17299	Expiration Date:	12/17/24
Name of License:	Air Conditioning & Refrigeration Contractor		
Licensing Agency:	Texas Department of licensing and Regulation		
License No:	TACLA14881E	Expiration Date:	10/16/24

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:	Robert Escamilla (ESC Safety Consultants)	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
See attached credentials		

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
D&F Industries, Inc.	1.23	7.09	197,423	1.53	9.90	202,050	1.91	9.61	228,821

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:	Suretec Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	2103 CityWest Boulevard, Ste 1300
	Houston, Texas 77042

Physical Address (principal place of business):	2103 CityWest Boulevard, Ste 1300		
	Houston, Texas 77042		
Phone (main):	1-866-732-0099	Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Federated Mutual Insurance Company	General Liability / Automobile Liability
McAfee Insurance Agency	Workers Compensation

Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	Federated	/	McAfee
	P.O. Box 328		P.O. Box 625
	Owatonna, MN. 55060		Mercedes, TX 78570
Physical Address (principal place of business):			321 Second Street
			Mercedes, TX 78570
Phone (main):	888-333-4949 / 956-565-2481	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	110
Estimate of revenue for the current year:	$ 25 million
Estimate of revenue for the previous year:	$ 25.7 million

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

Years of experience with projects like the proposed project:				
As a general contractor:	12	As a joint venturer:	0	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

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

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: D&F Industries, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Trenton Hausenfluck
(typed or printed)

Title: Vice President
(typed or printed)

Date: 1/16/24
(date signed)

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

Attest:
(individual's signature)

Name: Robert E. Arevalo
(typed or printed)

Title: Controller
(typed or printed)

Address for giving notices:
D&F Industries, Inc.
P.O. Box 1680
Pharr, Texas 78577

Designated Representative:

Name: Juan M. Garza
(typed or printed)

Title: Estimator
(typed or printed)

Address:
P.O. Box 1680
3106 N. Sugar Rd.
Pharr, Texas 78577

Phone: 956-781-2496

Email: j.garza@dandfindustries.com

Schedule A—Current Projects

Name of Organization	D&F Industries, Inc.				
Project Owner	Fifteenfortyseven-Critical Systems Realty		Project Name	McAllen Infrastructure Upgrade Chiller Plant Replacement	
General Description of Project	Install a new generator with accessories and replace the chiller plant				
Project Cost	$ 520,781.00		Date Project	11/17/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Marshall Hasson	Secretary/Treasurer	HW Marshall Const., Inc.	956-202-3700	hwmconstruction@yahoo.com

Project Owner	City of McAllen Aviation Department		Project Name	MIA Terminal HVAC and Lighting Efficiency Improvements	
General Description of Project	Lighting and HVAC Upgrade				
Project Cost	$ 1,785,000.00		Date Project	11/28/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeremy Santoscoy	Director of Aviation	City of McAllen	956-289-6880	jsantoscoy@mcallen.net
Designer	Alex Gholmieh	Principal	The Alex Group, LLC	972-820-6400	alex@thealexgroup.net
Construction Manager	Carlos J. Ramos	Vice President Finance	NM Contracting, LLC	210-852-1829	cramos@nmcontracting.us

Project Owner	County of Cameron		Project Name	Cameron County Standby Power Upgrades	
General Description of Project	Install a new generator and relocate an existing generator				
Project Cost	$ 1,299,976.00		Date Project	9/26/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Carlos Bush	Gerardo Negrete	Robert Escamilla	Carlos Bush	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Cesar Gonzalez		Ethos Engineering	956-230-3435	cgonzalez@ethoseng.net
Construction Manager	Cesar Gonzalez		Ethos Engineering	956-230-3435	cgonzalez@ethoseng.net

Schedule B—Previous Experience with Similar Projects

Name of Organization	D&F Industries, Inc.				
Project Owner	Tenet Healthcare Corporation		Project Name	VBMC Generator Upgrades	
General Description of Project	Electrical and Mechanical work required to replace the existing generators and associated equipment				
Project Cost	$ 3,123,545.00		Date Project	7/21/21	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Carlos Bush	Gerardo Negrete	Robert Escamilla	Carlos Bush	

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Laura Warren	Principal	The Warren Group Architects, Inc.	956-994-1900	
Construction Manager	Lane Pittman	Senior Project Manager	Robins & Morton	210-874-4330	lpittman@robinsmorton.com

Project Owner	City of Pharr		Project Name	Pharr Generators	
General Description of Project	Install four generators at different City of Pharr buildings				
Project Cost	$ 370,317.00		Date Project	4/26/21	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Jorge Rodriguez, Jr.	Robert Escamilla	Leonel Vela, Jr.	

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Daniel Ramirez	EMS Chief	City of Pharr	956-249-7183	danny.ramirez@pharr-tx.gov
Designer					
Construction Manager					

Project Owner			Project Name	DSV Demising Wall	
General Description of Project	Install a generator, associated equipment, and generator served circuits to existing equipment				
Project Cost	$ 351,257.00		Date Project	6/17/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Jorge Rodriguez, Jr.	Robert Escamilla	Leonel Vela, Jr.	

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Abram Dominguez	Professional Engineer	MEP Solutions Engineering	956-664-2727	ad@mep-se.com
Construction Manager	Phillip Cordova	Superintendent	ICCON LLC.	956-655-1823	phillip@iconllc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	D&F Industries, Inc.				
Project Owner	City of McAllen / McAllen Public Utility		Project Name	McAllen NWWTP SCADA and Electrical Improvements	
General Description of Project	Install new generators, modify the SCADA system and improve existing electrical gear				
Project Cost	$ 2,414,550.00		Date Project	11/23/19	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marc Ramirez	WW Utility Engineer	McAllen Public Utility	956-681-1775	
Designer	Gabriel Benavides, Jr.	Electrical/IT Team Lead	Halff	956-664-0286	gbenavides@halff.com
Construction Manager	Gabriel Benavides, Jr.	Electrical/IT Team Lead	Halff	956-664-0286	gbenavides@halff.com

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Leonel Vela, Jr.	
Years of experience as project manager		24	
Years of experience with this organization		29	
Number of similar projects as project manager		5	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Chase Tower Chiller & Generator		25%	October 2024
McAllen Fire Station #8		30%	September 2024
UTRGV Practice Football Fields		30%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Ismael Morales
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	NM Contracting
Telephone	956-686-9573	Telephone	956-631-5667
Email	samirz@dwilsonconstruction.com	Email	imorales@nmcontracting.us
Project	UTRGV Practice Football Fields	Project	McAllen Fire Station #8
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Armando Chavez	
Years of experience as project superintendent		36	
Years of experience with this organization		46	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
UTRGV Practice Football Fields		35%	June 2024
Chase Tower Chiller & Generator		30%	October 2024
UTRGV Soccer & Track Facility		20%	February 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Jarrod Neck
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	ECON Enriquez Construction
Telephone	956-686-9573	Telephone	956-259-8005
Email	samirz@dwilsonconstruction.com	Email	jneck@econgroup.us
Project	UTRGV Practice Football Fields	Project	UTRGV Soccer & Track
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Safety Manager			
Name of individual		Robert Escamilla (ESC Consultant)	
Years of experience as project manager			
Years of experience with this organization		12	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All D&F projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Erica Gonzalez	Name	Terry Ramirez
Title/Position	Controller Account Manager	Title/Position	Office General Manager
Organization	J. Salazar Construction, Inc.	Organization	Alamo Systems Industries, LLC
Telephone	956-205-1780	Telephone	956-702-4111
Email	ericag@jsconstructionrgv.com	Email	terry@alamosystemllc.com
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Leonel Vela, Jr.	
Years of experience as project superintendent		24	
Years of experience with this organization		29	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Chase Tower Chiller & Generator		25%	October 2024
McAllen Fire Station #8		30%	September 2024
UTRGV Practice Football Fields		30%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Ismael Morales
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	NM Contracting
Telephone	956-686-9573	Telephone	956-631-5667
Email	samirz@dwilsonconstruction.com	Email	imorales@nmcontracting.us
Project	UTRGV Practice Football Fields	Project	McAllen Fire Station #8
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

CERTIFICATE OF COMPLETION

AWARDED TO

ROBERT ESCAMILLA

FOR SUCCESSFULLY COMPLETING

AERIAL PLATFORM TRAIN THE TRAINER

TRAINING INCLUDED A CLASSROOM LECTURE USING AUDIO-VISUAL AIDS, VIDEO, AND A QUIZ THAT COVERED ALL APPLICABLE REGULATIONS. HANDS-ON TRAINING INCLUDED AN AERIAL PLATFORM OPERATOR'S DAILY CHECKLIST ORIENTATION, A DRIVING FAMILIARIZATION SESSION, AND AN OPERATOR PERFORMANCE EVALUATION,

Alfredo B. Lopez

MAY 23, 2018, PHARR, TEXAS
DATE/PLACE

ENVIRONMENTAL, HEALTH, & SAFETY SPECIALIST

Certificate of Achievement

Roberto Escamilla

Got a Score Of

100/100

On

Asbestos Safety Quiz

ProProfs
Quiz Maker

Apr 30, 2022

BASIC LIFE SUPPORT

BLS Instructor

American Heart Association.

Roberto Escamilla

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (BLS) Instructor Program.

Issue Date	Renew By	eCard Code
4/1/2022	04/2024	248931254754

To view or verify authenticity, instructors and employers should go to www.heart.org/cpr/mycards.

Training Center Alignment	Life Compressions
Training Center ID	TX15039
TC City, State	Fort Worth, TX
TC Phone	(830) 405-2447
Training Site Name	
Instructor ID	02160433708

© 2023 American Heart Association 20-3016 R3/23

Directions

1. Cut along dotted lines
2. Fold both halves together
3. Use adhesive to combine halves

Public Works Institute through UT Arlington authorizes that the recipient has met the requirements of Texas Department of Transportation (TXDOT)

Flagger Training

2-26612576

ROBERTO ESCAMILLA

Rafael Salas
Trainer Name

08/24/2022
Date of Issue

UNIVERSITY OF TEXAS ARLINGTON

OUTREACH PORTAL

UNIVERSITY OF TEXAS ARLINGTON
DIVISION FOR ENTERPRISE DEVELOPMENT

Trainers are authorized to conduct training on this topic in accordance with the training requirements. To verify this training, visit outreachportal.com or scan the code below with your mobile device. This card expires three years after issue date.

Contact UT Arlington:
Division for Enterprise Development
P: 866.906.9190
F:817.272.2556
outreach@uta.edu
uta.edu/ded

THE UNIVERSITY OF TEXAS AT ARLINGTON
PWI
PUBLIC WORKS INSTITUTE

CERTIFICATE OF COMPLETION

AWARDED TO

ROBERT ESCAMILLA

FOR SUCCESSFULLY COMPLETING

FORKLIFT OPERATIONS TRAIN THE TRAINER

TRAINING INCLUDED A CLASSROOM LECTURE USING AUDIO-VISUAL AIDS, VIDEO, AND A QUIZ THAT COVERED ALL APPLICABLE REGULATIONS, HANDS-ON TRAINING INCLUDED A LIFT-TRUCK OPERATOR'S DAILY CHECKLIST ORIENTATION, A DRIVING FAMILIARIZATION SESSION, AND AN OPERATOR PERFORMANCE EVALUATION,

MAY 23,2018, PHARR, TEXAS
DATE/PLACE

Alfredo B. Lopez
ENVIRONMENTAL, HEALTH, & SAFETY SPECIALIST

OSHA
Occupational Safety and Health Administration

26-0111611

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

Roberto Escamilla

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Deputy Director, Directorate of Training and Education

12/15/2025
Expiration Date

The University of Texas at Arlington

An Authorized OSHA Training Institute Education Center®

866-906-9190
www.uta.edu/ded/osha

This card identifies the bearer as an authorized Outreach trainer, authorized to conduct outreach courses in accordance with OSHA's Outreach Training Program Requirements. The card is not a verification of the bearer's skills, knowledge, or abilities.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

For OSHA Outreach Training program go to "Training" at www.osha.gov

Rev. 1/2016

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on December 15, 2021 in San Antonio , TX

Roberto Escamilla

successfully completed the

OSHA #502

Update for Construction Industry Outreach Trainers

Hours: 18.50 CEU's: 1.85

OSHA Training Institute Education Centers®
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Robert Murphy, Deputy Director
Directorate of Training and Education

Bryan Sims, Executive Director
Division for Enterprise Development

ID: X02120899

OSHA Occupational Safety and Health Administration

26-601093733

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

Roberto Escamilla

Alfredo B. Lopez — (Trainer name – print or type)

4/28/2014 — (Course end date)

OSHA
Occupational Safety and Health Administration

26-0107507

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

Roberto Escamilla

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Deputy Director, Directorate of Training and Education

04/06/2022
Expiration Date

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on April 6, 2018 in Arlington , TX

Roberto Escamilla

successfully completed the

OSHA #500

Trainer Course in OSHA Standards for Construction

Hours: 30.00 CEU's: 3.00

Brenda S. Judson, Director
Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Bryan Sims, Executive Director
Division for Enterprise Development

Student ID: X02120899

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration (OSHA) Training Institute

and

The OSHA Education Center at The University of Texas at Arlington

certify that on April 6, 2017 in Houston , TX

Roberto Escamilla

successfully completed the

OSHA #510

Occupational Safety and Health Standards for Construction

Hours: 30.00 CEU's: 3.00

Nick A. Walters, Director
Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded • 866-906-9190

Bryan Sims, Executive Director
The University of Texas at Arlington

ID#: X02120899

THE UNIVERSITY OF TEXAS AT ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on November 9, 2023 in San Antonio, TX

Roberto Escamilla

successfully completed the

OSHA #2264

Permit-Required Confined Space Entry

Hours: 22.50 CEU's: 2.25

Robert B. Murphy, Director
Office of Training and Education

ID: X02120899

OSHA Training Institute Education Centers®
The University of Texas at Arlington

uta.edu/ded/osha | 866-906-9190

Robert W. Braun, Director
Safety & Health Program
Division for Enterprise Development

UNIVERSITY OF TEXAS ARLINGTON

DIVISION FOR ENTERPRISE DEVELOPMENT

certifies that

Roberto Escamilla

met requirements of

Texas Department of Transportation (TxDOT)

Qualified Flagger Training & Trainer

22003 120899

November 8, 2026

Date of Expiration

Public Works Institute through UT Arlington authorizes that the recipient has met the requirements of Texas Department of Transportation (TXDOT)

Flagger Training

2-26612576

ROBERTO ESCAMILLA

Rafael Salas
Trainer Name

08/24/2022
Date of Issue

UNIVERSITY OF TEXAS ARLINGTON

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

Certificate of Completion

is awarded to

Roberto Escamilla

in recognition of participation in

FLG522 - Qualified Flagger Training & Trainer

San Antonio , TX

November 8, 2022

Training Hours: 8.00

CEUs: 0.800

Certificate expires 4 years after
the completion of the class.

Cassandra Smith, Executive Director
Public Works Institute

THE UNIVERSITY OF TEXAS AT ARLINGTON
PWI
PUBLIC WORKS INSTITUTE

Enrique Jaimes -Instructor
uta.edu/ded 866-906-9190

ESC AUDITS

Certificate of Completion

Awarded to

ROBERT ESCAMILLA

for successfully completing

HEAVY EQUIPMENT
TRAIN THE TRAINER COURSE

Training included A Classroom Lecture Using Audio-Visual Aids, Video, and A Test That Covered All Applicable OSHA CFR 29 1926 Subpart O Regulations, Hands-On Training Included a Heavy Equipment Operator's Daily Checklist Orientation, a Driving Familiarization Session, And An Operator Performance Evaluation,

October 22, 2014 / Pharr, Texas
Date/place

Alfredo B. Lopez
Environmental, Health, & Safety Specialist

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration (OSHA) Training Institute

and

The OSHA Education Center at The University of Texas at Arlington

certify that on November 13, 2014 in Arlington , TX

Roberto Escamilla

successfully completed the

OSHA #3115 - Fall Protection

Hours: 22.00 CEU's: 2.20

Henry E. Payne, Ph.D., Director
OSHA Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded • 866-906-9190

Instructor
OSHA Education Center

ESC AUDITS

Certificate of Completion

Awarded to

ROBERT ESCAMILLA

for successfully completing

TRENCHING & EXCAVATION
TRAIN THE TRAINER COURSE

Topics included: OSHA 29 CFR 1926 Subpart P Applicable Standards, Job Planning & Excavation Safety Plans, Traffic Control, Site Preparation, Utility Notification, Competent Person, Soil Classification, Slope-Bench-Shore-Shield Methods & Procedures, Heavy Equipment Operations, Focus Four Hazards (Falls, Electrical, Struck-By, Caught-In-Between), Access & Egress, The course was prepared to meet all applicable EH&S standards. The course instruction included Power Point Presentations, audio-visual aids, video, and Test.

September 12, 2013, McAllen, Texas
Date/place

Environmental, Health, & Safety Specialist

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on May 16, 2019 in Freeport , TX

Roberto Escamilla

successfully completed the

OSHA #3015

Excavation, Trenching, and Soil Mechanics

Hours: 22.50 CEU's: 2.25

OSHA Training Institute Education Centers®
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Bob Murphy, Deputy Director
Directorate of Training and Education

Bryan Sims, Executive Director
Division for Enterprise Development

Student ID: X02120899

2021

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

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

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees* = *Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000* ÷ *Number of hours worked by all employees* = *DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
7	X 200,000	÷	197,423.00	=	7.09

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
6	X 200,000	÷	197,423.00	=	6.08

Reset

2022

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

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

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year*. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees = Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000 ÷ Number of hours worked by all employees = DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
10	X 200,000	÷	202,050.00	=	9.90

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
9	X 200,000	÷	202,050.00	=	8.91

Reset

2023

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
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U.S. Department of Labor
Occupational Safety and Health Administration

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees = Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000* ÷ *Number of hours worked by all employees = DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
11	X 200,000	÷	228,821.00	=	9.61

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
10	X 200,000	÷	228,821.00	=	8.74

Reset

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2021 **Production Date:** 07/14/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.11	37,717	57,462	19,745	0	29,400	60,569	60,569
TX-A	.11	5,411	8,554	3,143	0	29,400	0	0
TX-B	.11	2,328	3,682	1,354	0	29,400	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		45,456	69,698	24,242	0	29,400	52,247	52,247

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 52,247	C * (1 - A) + G 69,856	(A) * (F) 0	(J) 122,103
Expected	(E) 24,242	C * (1 - A) + G 69,856	(A) * (C) 5,000	(K) 99,098

	ARAP	FLARAP	SARAP	MAARAP	ExpMod
Factors					(J) / (K) 1.23

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001111114 **Eff-Date:** 12-01-2020 **Exp-Date:** 12-01-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2022 **Production Date:** 07/29/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	36,866	57,274	20,408	13,037	29,550	95,563	82,526
TX-A	.10	1,366	2,165	799	0	29,550	0	0
TX-B	.10	2,179	3,503	1,324	0	29,550	0	0

(A) (B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10	40,411	62,942	22,531	13,037	29,550	87,419	74,382

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	74,382	65,920	1,304	141,606
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	22,531	65,920	4,041	92,492

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.53

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2023 **Production Date:** 07/13/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses *	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	41,461	64,039	22,578	42,108	30,600	158,408	116,300
TX-B	.10	2,195	3,517	1,322	0	30,600	0	0

(A)	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		43,656	67,556	23,900	42,108	30,600	155,236	113,128

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 113,128	C * (1 - A) + G 69,890	(A) * (F) 4,211	(J) 187,229
Expected	(E) 23,900	C * (1 - A) + G 69,890	(A) * (C) 4,366	(K) 98,156

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) 1.91

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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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 16 day of January, 20 24.

Trenton Hausenfluck
Name of Bidder

Signature of Bidder

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:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Generator Rental		Aggreko 337-296-4763
Crane		TNT 956-287-1700
Mini Excavator		Comar 956-630-3324

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
Standby Generator	Loftin
Light Fixtures	MPWR Electrical Direct
Switchgear	MPWR Electrical Direct

BIDDER

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

By: D&F Industries, Inc. (Trenton Hausenfluck)
BIDDER

Title: Vice President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: ROBERT ERIC AREVALO

NOTARY PUBLIC

ROBERT ERIC AREVALO
Notary Public, State of Texas
Comm. Expires 06-28-2024
Notary ID 129036201

END OF SECTION

D&F
INDUSTRIES, INC.

P.O. BOX 1680 PHARR, TEXAS 78577 956-781-2496 · FAX 956-781-0333 · www.dandfindustries.com

January 16, 2024

Dear City of Edinburg,

The undersigned party certifies that D&F Industries, 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 judgement 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.

Trenton Hausenfluck
Printed Name

Signature

Vice President
Position in bidding company

1/16/24
Date

PERFORMANCE BOND

Information to be provided after award of contract

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

To be provided after award of contract

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

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

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

Trenton Hausenfluck, who
[Affiant]

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

D&F Industries, 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 1/16/24.
[Date]

Notary Public in and for the State of TEXAS

Robert Eric Arevalo
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 6/28/24
[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: D&F Industries, Inc.
State of Incorporation: Texas
Mailing Address: P.O. Box 1680 Pharr, Texas 78577

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: N/A
Mailing Address: _____

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

Sole Proprietorship

Name: N/A
Mailing Address: _____

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

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

Trenton Hausenfluck Vice President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/16/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

D&F Industries, Inc.
[Typed Name of Company:]

Trenton Hausenfluck Vice President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/16/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ERG9RMG9LL44

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

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

What is the UEI?

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

How do I register with SAM?

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

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 1/16/24

Company/Vendor Name: D&F Industries, Inc.

Printed Name and Title: Trenton Hausenfluck Vice President

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: D&F Industries, Inc.

Address and Zip Code: P.O. Box 1680 (3106 N. Sugar Rd.)
Pharr, Texas 78577

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   CDBG-CV Health Facility Improvements
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   CDBG-CV Health Fcility Improvements
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X 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.

Trenton Hausenfluck Vice President
(Name and Title of Signer – please type)

Signature

1/16/24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: D&F Industries, Inc PROJECT #: 2023-19

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)

J.A.E. Concrete Const. LLC
2010 N. Alton Blvd.
Alton, Tx. 78573

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 filed all compliance reports due under applicable instructions, including SF-100.

   _____ Yes ✓ No n/a

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

   _____ Yes ✓ No

Jeff A. Elsworth
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

Jan. 14, 2024
DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: D&F Industries, Inc PROJECT #: 2023-19

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)

ACERO FAB, INC.
12225 N. BRYAN RD.
MISSION, TX 78573

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

JOHN MARTINEZ, PRES.

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

11/1/24

DATE

CLEAN AIR AND WATER CERTIFICATION

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

The Bidder certifies that:

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

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

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

Signature of Contractor's Authorized Official:

Name of Contractor's Authorized Official: Trenton Hausenfluck

Title of Contractor's Authorized Official: Vice President

Date: 1/16/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Trenton Hausenfluck	Vice President
NAME	TITLE
	1/16/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Trenton Hausenfluck, being the first duly sworn, deposes and says that:

1. He/she is Vice President (Owner, partner, etc.) of D&F Industries, 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: _____ Date: 1/16/24
Trenton Hausenfluck

Title: Vice President

Notary: _____
Robert Eric Arevalo

(Apply Notary Seal)

(Print or type names under all signatures)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1111879

Date Filed:
01/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D&F Industries, Inc.
Pharr, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-19
Installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps

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 Trenton Hausenfluck, and my date of birth is 1/7/91.

My address is 3106 N. Sugar Rd. (street), Pharr (city), TX (state), 78577 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 16th day of January (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF COMPLETION

AWARDED TO

ROBERT ESCAMILLA

FOR SUCCESSFULLY COMPLETING

AERIAL PLATFORM TRAIN THE TRAINER

TRAINING INCLUDED A CLASSROOM LECTURE USING AUDIO-VISUAL AIDS, VIDEO, AND A QUIZ THAT COVERED ALL APPLICABLE REGULATIONS. HANDS-ON TRAINING INCLUDED AN AERIAL PLATFORM OPERATOR'S DAILY CHECKLIST ORIENTATION, A DRIVING FAMILIARIZATION SESSION, AND AN OPERATOR PERFORMANCE EVALUATION,

Alfredo B. Lopez

MAY 23, 2018, PHARR, TEXAS
DATE/PLACE

ENVIRONMENTAL, HEALTH, & SAFETY SPECIALIST

Certificate of Achievement

Roberto Escamilla

Got a Score Of

100/100

On

Asbestos Safety Quiz

ProProfs
Quiz Maker

Apr 30, 2022

BASIC LIFE SUPPORT

BLS Instructor

American Heart Association.

Roberto Escamilla

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (BLS) Instructor Program.

Issue Date	Renew By	eCard Code
4/1/2022	04/2024	248931254754

To view or verify authenticity, instructors and employers should go to www.heart.org/cpr/mycards.

Training Center Alignment	Life Compressions
Training Center ID	TX15039
TC City, State	Fort Worth, TX
TC Phone	(830) 405-2447
Training Site Name	
Instructor ID	02160433708

© 2023 American Heart Association 20-3016 R3/23

Directions

1. Cut along dotted lines
2. Fold both halves together
3. Use adhesive to combine halves

Public Works Institute through UT Arlington authorizes that the recipient has met the requirements of Texas Department of Transportation (TXDOT)

Flagger Training

2-26612576

ROBERTO ESCAMILLA

Rafael Salas
Trainer Name

08/24/2022
Date of Issue

UNIVERSITY OF TEXAS ARLINGTON

OUTREACH PORTAL

UNIVERSITY OF TEXAS ARLINGTON
DIVISION FOR ENTERPRISE DEVELOPMENT

Trainers are authorized to conduct training on this topic in accordance with the training requirements. To verify this training, visit outreachportal.com or scan the code below with your mobile device. This card expires three years after issue date.

Contact UT Arlington:
Division for Enterprise Development
P: 866.906.9190
F:817.272.2556
outreach@uta.edu
uta.edu/ded

THE UNIVERSITY OF TEXAS AT ARLINGTON
PWI
PUBLIC WORKS INSTITUTE

Certificate of Completion

Awarded to

ROBERT ESCAMILLA

for successfully completing

Forklift Operations Train the Trainer

Training included a classroom lecture using audio-visual aids, video, and a quiz that covered all applicable regulations, hands-on training included a lift-truck operator's daily checklist orientation, a driving familiarization session, and an operator performance evaluation,

May 23,2018, Pharr, Texas
Date/place

Alfredo B. Lopez
Environmental, Health, & Safety Specialist

OSHA
Occupational Safety and Health Administration

26-0111611

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

Roberto Escamilla

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Deputy Director, Directorate of Training and Education

12/15/2025
Expiration Date

The University of Texas at Arlington

An Authorized OSHA Training Institute Education Center®

866-906-9190
www.uta.edu/ded/osha

This card identifies the bearer as an authorized Outreach trainer, authorized to conduct outreach courses in accordance with OSHA's Outreach Training Program Requirements. The card is not a verification of the bearer's skills, knowledge, or abilities.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

For OSHA Outreach Training program go to "Training" at www.osha.gov

Rev. 1/2016

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on December 15, 2021 in San Antonio , TX

Roberto Escamilla

successfully completed the

OSHA #502

Update for Construction Industry Outreach Trainers

Hours: 18.50 CEU's: 1.85

OSHA Training Institute Education Centers®
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Robert Murphy, Deputy Director
Directorate of Training and Education

Bryan Sims, Executive Director
Division for Enterprise Development

ID: X02120899

OSHA Occupational Safety and Health Administration

26-601093733

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in

Construction Safety and Health

Roberto Escamilla

Alfredo B. Lopez — (Trainer name – print or type)

4/28/2014 — (Course end date)

OSHA
Occupational Safety and Health Administration

26-0107507

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

Roberto Escamilla

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Deputy Director, Directorate of Training and Education

04/06/2022
Expiration Date

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on April 6, 2018 in Arlington , TX

Roberto Escamilla

successfully completed the

OSHA #500

Trainer Course in OSHA Standards for Construction

Hours: 30.00 CEU's: 3.00

Brenda S. Judson, Director
Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Bryan Sims, Executive Director
Division for Enterprise Development

Student ID: X02120899

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration (OSHA) Training Institute

and

The OSHA Education Center at The University of Texas at Arlington

certify that on April 6, 2017 in Houston , TX

Roberto Escamilla

successfully completed the

OSHA #510

Occupational Safety and Health Standards for Construction

Hours: 30.00 CEU's: 3.00

Nick A. Walters, Director
Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded • 866-906-9190

Bryan Sims, Executive Director
The University of Texas at Arlington

ID#: X02120899

THE UNIVERSITY OF TEXAS AT ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on November 9, 2023 in San Antonio, TX

Roberto Escamilla

successfully completed the

OSHA #2264

Permit-Required Confined Space Entry

Hours: 22.50 CEU's: 2.25

Robert B. Murphy, Director
Office of Training and Education

ID: X02120899

OSHA Training Institute Education Centers®
The University of Texas at Arlington

uta.edu/ded/osha | 866-906-9190

Robert W. Braun, Director
Safety & Health Program
Division for Enterprise Development

UNIVERSITY OF TEXAS ARLINGTON

DIVISION FOR ENTERPRISE DEVELOPMENT

certifies that

Roberto Escamilla

met requirements of

Texas Department of Transportation (TxDOT)

Qualified Flagger Training & Trainer

22003 120899

November 8, 2026

Date of Expiration

Public Works Institute through UT Arlington authorizes that the recipient has met the requirements of Texas Department of Transportation (TXDOT)

Flagger Training

2-26612576

ROBERTO ESCAMILLA

Rafael Salas
Trainer Name

08/24/2022
Date of Issue

UNIVERSITY OF TEXAS ARLINGTON

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

Certificate of Completion

is awarded to

Roberto Escamilla

in recognition of participation in

FLG522 - Qualified Flagger Training & Trainer

San Antonio , TX

November 8, 2022

Training Hours: 8.00

CEUs: 0.800

Certificate expires 4 years after
the completion of the class.

Cassandra Smith, Executive Director
Public Works Institute

THE UNIVERSITY OF TEXAS AT ARLINGTON
PWI
PUBLIC WORKS INSTITUTE

Enrique Jaimes -Instructor
uta.edu/ded 866-906-9190

ESC AUDITS

Certificate of Completion

Awarded to

ROBERT ESCAMILLA

for successfully completing

HEAVY EQUIPMENT
TRAIN THE TRAINER COURSE

Training included A Classroom Lecture Using Audio-Visual Aids, Video, and A Test That Covered All Applicable OSHA CFR 29 1926 Subpart O Regulations, Hands-On Training Included a Heavy Equipment Operator's Daily Checklist Orientation, a Driving Familiarization Session, And An Operator Performance Evaluation,

October 22, 2014 / Pharr, Texas
Date/place

Alfredo B. Lopez
Environmental, Health, & Safety
Specialist

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration (OSHA) Training Institute

and

The OSHA Education Center at The University of Texas at Arlington

certify that on November 13, 2014 in Arlington , TX

Roberto Escamilla

successfully completed the

OSHA #3115 - Fall Protection

Hours: 22.00 CEU's: 2.20

Henry E. Payne, Ph.D., Director
OSHA Directorate of Training and Education

OSHA® Training Institute Education Centers
The University of Texas at Arlington
uta.edu/ded • 866-906-9190

Instructor
OSHA Education Center

ESC AUDITS

Certificate of Completion

Awarded to

ROBERT ESCAMILLA

for successfully completing

TRENCHING & EXCAVATION
TRAIN THE TRAINER COURSE

Topics included: OSHA 29 CFR 1926 Subpart P Applicable Standards, Job Planning & Excavation Safety Plans, Traffic Control, Site Preparation, Utility Notification, Competent Person, Soil Classification, Slope-Bench-Shore-Shield Methods & Procedures, Heavy Equipment Operations, Focus Four Hazards (Falls, Electrical, Struck-By, Caught-In-Between), Access & Egress, The course was prepared to meet all applicable EH&S standards. The course instruction included Power Point Presentations, audio-visual aids, video, and Test.

September 12, 2013, McAllen, Texas
Date/place

Environmental, Health, & Safety Specialist

UNIVERSITY OF TEXAS ARLINGTON

OSHA Education Center at The University of Texas at Arlington

certifies that on May 16, 2019 in Freeport , TX

Roberto Escamilla

successfully completed the

OSHA #3015

Excavation, Trenching, and Soil Mechanics

Hours: 22.50 CEU's: 2.25

OSHA Training Institute Education Centers®
The University of Texas at Arlington
uta.edu/ded/osha | 866-906-9190

Bob Murphy, Deputy Director
Directorate of Training and Education

Bryan Sims, Executive Director
Division for Enterprise Development

Student ID: X02120899

2021

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

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

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees* = *Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000* ÷ *Number of hours worked by all employees* = *DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
7	X 200,000	÷	197,423.00	=	7.09

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
6	X 200,000	÷	197,423.00	=	6.08

Reset

2022

Optional

Calculating Injury and Illness Incidence Rates

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

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(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year*. Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees = Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000 ÷ Number of hours worked by all employees = DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
10	X 200,000	÷	202,050.00	=	9.90

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
9	X 200,000	÷	202,050.00	=	8.91

Reset

2023

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
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Occupational Safety and Health Administration

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(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees = Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000* ÷ *Number of hours worked by all employees = DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses		200,000	÷	Number of hours worked by all employees	=	Total recordable case rate
11	X	200,000	÷	228,821.00	=	9.61

Number of entries in Column H + Column I		200,000	÷	Number of hours worked by all employees	=	DART incidence rate
10	X	200,000	÷	228,821.00	=	8.74

Reset

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2021 **Production Date:** 07/14/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.11	37,717	57,462	19,745	0	29,400	60,569	60,569
TX-A	.11	5,411	8,554	3,143	0	29,400	0	0
TX-B	.11	2,328	3,682	1,354	0	29,400	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		45,456	69,698	24,242	0	29,400	52,247	52,247

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	52,247	69,856	0	122,103
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	24,242	69,856	5,000	99,098

	ARAP	FLARAP	SARAP	MAARAP	ExpMod
					(J) / (K)
Factors					1.23

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001111114 **Eff-Date:** 12-01-2020 **Exp-Date:** 12-01-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2022 **Production Date:** 07/29/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	36,866	57,274	20,408	13,037	29,550	95,563	82,526
TX-A	.10	1,366	2,165	799	0	29,550	0	0
TX-B	.10	2,179	3,503	1,324	0	29,550	0	0

(A) (B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10	40,411	62,942	22,531	13,037	29,550	87,419	74,382

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	74,382	65,920	1,304	141,606
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	22,531	65,920	4,041	92,492

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.53

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: D & F INDUSTRIES INC **Risk ID:** 420241887

Rating Effective Date: 12/01/2023 **Production Date:** 07/13/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses *	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	41,461	64,039	22,578	42,108	30,600	158,408	116,300
TX-B	.10	2,195	3,517	1,322	0	30,600	0	0

(A)	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		43,656	67,556	23,900	42,108	30,600	155,236	113,128

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 113,128	C * (1 - A) + G 69,890	(A) * (F) 4,211	(J) 187,229
Expected	(E) 23,900	C * (1 - A) + G 69,890	(A) * (C) 4,366	(K) 98,156

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) 1.91

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2023

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 290-265-8 D & F INDUSTRIES, INC. PO BOX 1680 PHARR, TX 78577-1629	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 19** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	1845907	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	1845907	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1845908	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER

290-265-8 19 0
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

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 Nicholas R. Zoeve

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

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PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Mutual Ins. Co.	22945
INSURED D & F Industries, Inc. P O Box 1680 Pharr TX 78577	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		0001111114	12/01/2023	12/01/2024	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
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

Robt R Yzaguirre

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 1/16/24

Company/Vendor Name: D&F Industries, Inc.

Printed Name and Title: Trenton Hausenfluck Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: D&F Industries, Inc.
(Full, correct legal name)

- Address: P. O. Box 1680 (3106 N. Sugar Rd.)
  Pharr, Texas 78577
- Telephone/Fax: 956-781-2496 / 956-781-0333
- Email address: _____

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? Pharr, 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: Trenton Hausenfluck
Address: P. O. Box 1680 (3106 N. Sugar Rd.), Pharr, Texas 78577
Telephone: 956-781-2496
Fax: 956-781-0333
Email: trent@dandfindustries.com

8. Surety Information

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

9. Bankruptcy Information

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

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

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

Vice President, (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

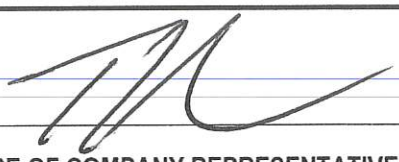
2. Will not boycott Israel during the term of the contract.

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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

SENATE BILL 13 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

D&F Industries, 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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

SENATE BILL 19 VERIFICATION

I, Trenton Hausenfluck, the undersigned representative of

D&F Industries, 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:

Trenton Hausenfluck Vice President

TYPE/PRINT NAME AND TITLE:

1/16/24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NOT APPLICABLE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NOT APPLICABLE

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.**

NOT APPLICABLE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

1/16/24

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: D&F Industries, Inc.

Reference Company Name: G Noser Construction LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

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

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

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

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

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

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

Signature: George Noser

Printed Name: George Noser

Date: January 22, 2024

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

Reference For: D&F Industries, Inc.

Reference Company Name: **D. Wilson Construction Co.**

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___
   Good tracking system.

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 __
   Proactive in finding beneficial solutions.

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: **Eddie Rodriguez**
(956) 970-7595

Date: **1/22/24**

MARKEL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we D & F Industries, Inc., P.O. Box 1680, Pharr, TX 78577 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Ste. 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Edinburg as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid by Principal Percent (5% GAB%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Installation of New 750KW Generator for the Downtonwn Plant High Service Pumps.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of January, 2024.

Principal: D & F Industries, Inc.

By: _____
Signature

Name: T.C. HAUSENFLUCK

Title: PRESIDENT

SureTec Insurance Company

By: _____
Signature

Name: Tammy A. Friddle
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA# 4221025

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz, Alan N. Sisk, Marci James, Shannon Dunaway, Tammy A. Friddle, Amy Taylor

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of February , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY — HOUSTON, TEXAS

MARKEL INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of February , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of January , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221025
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	D&F Industries, Inc.		
Corporate Office			
Name:	Trenton Hausenfluck	Phone number:	956-781-2496
Title:	Vice President	Email address:	trent@dandfindustries.com
Business address of corporate office:	P. O. Box 1680 3106 N. Sugar Rd. Pharr, Texas 78577		
Local Office	Same as Above		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1953	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Frank Hausenfluck, Jr.	Title:	President
Authorized to sign contracts: ☒Yes ☐ No		Limit of Authority:	$ Full Authority
Name:	Trenton Hausenfluck	Title:	Vice President
Authorized to sign contracts: ☒Yes ☐ No		Limit of Authority:	$ Full Authority
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Electrical Contractor		
Licensing Agency:	Texas Department of Licensing and Regulation		
License No:	17299	Expiration Date:	12/17/24
Name of License:	Air Conditioning & Refrigeration Contractor		
Licensing Agency:	Texas Department of licensing and Regulation		
License No:	TACLA14881E	Expiration Date:	10/16/24

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:	Robert Escamilla (ESC Safety Consultants)	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
See attached credentials		

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
D&F Industries, Inc.	1.23	7.09	197,423	1.53	9.90	202,050	1.91	9.61	228,821

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:	Suretec Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	2103 CityWest Boulevard, Ste 1300
	Houston, Texas 77042

Physical Address (principal place of business):	2103 CityWest Boulevard, Ste 1300		
	Houston, Texas 77042		
Phone (main):	1-866-732-0099	Phone (claims):	

ARTICLE 7—INSURANCE

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

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Federated Mutual Insurance Company	General Liability / Automobile Liability
McAfee Insurance Agency	Workers Compensation

Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No

Mailing Address (principal place of business):	Federated /	McAfee
	P.O. Box 328	P.O. Box 625
	Owatonna, MN. 55060	Mercedes, TX 78570
Physical Address (principal place of business):		321 Second Street
		Mercedes, TX 78570

Phone (main):	888-333-4949 / 956-565-2481	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	110
Estimate of revenue for the current year:	$ 25 million
Estimate of revenue for the previous year:	$ 25.7 million

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

Years of experience with projects like the proposed project:				
As a general contractor:	12	As a joint venturer:	0	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

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

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

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

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

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

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

B. Diverse Business Certifications if required by Paragraph 3.01.

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

D. Financial statements as required by Paragraph 5.01.

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

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

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

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

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: D&F Industries, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Trenton Hausenfluck
(typed or printed)

Title: Vice President
(typed or printed)

Date: 1/16/24
(date signed)

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

Attest:
(individual's signature)

Name: Robert E. Arevalo
(typed or printed)

Title: Controller
(typed or printed)

Address for giving notices:
D&F Industries, Inc.
P.O. Box 1680
Pharr, Texas 78577

Designated Representative:

Name: Juan M. Garza
(typed or printed)

Title: Estimator
(typed or printed)

Address:
P.O. Box 1680
3106 N. Sugar Rd.
Pharr, Texas 78577

Phone: 956-781-2496

Email: j.garza@dandfindustries.com

Schedule A—Current Projects

Name of Organization	D&F Industries, Inc.				
Project Owner	Fifteenfortyseven-Critical Systems Realty		Project Name	McAllen Infrastructure Upgrade Chiller Plant Replacement	
General Description of Project	Install a new generator with accessories and replace the chiller plant				
Project Cost	$ 520,781.00		Date Project	11/17/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Marshall Hasson	Secretary/Treasurer	HW Marshall Const., Inc.	956-202-3700	hwmconstruction@yahoo.com

Project Owner	City of McAllen Aviation Department		Project Name	MIA Terminal HVAC and Lighting Efficiency Improvements	
General Description of Project	Lighting and HVAC Upgrade				
Project Cost	$ 1,785,000.00		Date Project	11/28/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeremy Santoscoy	Director of Aviation	City of McAllen	956-289-6880	jsantoscoy@mcallen.net
Designer	Alex Gholmieh	Principal	The Alex Group, LLC	972-820-6400	alex@thealexgroup.net
Construction Manager	Carlos J. Ramos	Vice President Finance	NM Contracting, LLC	210-852-1829	cramos@nmcontracting.us

Project Owner	County of Cameron		Project Name	Cameron County Standby Power Upgrades	
General Description of Project	Install a new generator and relocate an existing generator				
Project Cost	$ 1,299,976.00		Date Project	9/26/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Carlos Bush	Gerardo Negrete	Robert Escamilla	Carlos Bush	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Cesar Gonzalez		Ethos Engineering	956-230-3435	cgonzalez@ethoseng.net
Construction Manager	Cesar Gonzalez		Ethos Engineering	956-230-3435	cgonzalez@ethoseng.net

Schedule B—Previous Experience with Similar Projects

Name of Organization	D&F Industries, Inc.			
Project Owner	Tenet Healthcare Corporation	Project Name	VBMC Generator Upgrades	
General Description of Project	Electrical and Mechanical work required to replace the existing generators and associated equipment			
Project Cost	$ 3,123,545.00	Date Project	7/21/21	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Carlos Bush	Gerardo Negrete	Robert Escamilla	Carlos Bush

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Laura Warren	Principal	The Warren Group Architects, Inc.	956-994-1900	
Construction Manager	Lane Pittman	Senior Project Manager	Robins & Morton	210-874-4330	lpittman@robinsmorton.com

Project Owner	City of Pharr	Project Name	Pharr Generators	
General Description of Project	Install four generators at different City of Pharr buildings			
Project Cost	$ 370,317.00	Date Project	4/26/21	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Leonel Vela, Jr.	Jorge Rodriguez, Jr.	Robert Escamilla	Leonel Vela, Jr.

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

	Name	Title/Position	Organization	Telephone	Email
Owner	Daniel Ramirez	EMS Chief	City of Pharr	956-249-7183	danny.ramirez@pharr-tx.gov
Designer					
Construction Manager					

Project Owner		Project Name	DSV Demising Wall	
General Description of Project	Install a generator, associated equipment, and generator served circuits to existing equipment			
Project Cost	$ 351,257.00	Date Project	6/17/22	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Leonel Vela, Jr.	Jorge Rodriguez, Jr.	Robert Escamilla	Leonel Vela, Jr.

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

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Abram Dominguez	Professional Engineer	MEP Solutions Engineering	956-664-2727	ad@mep-se.com
Construction Manager	Phillip Cordova	Superintendent	ICCON LLC.	956-655-1823	phillip@icconllc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	D&F Industries, Inc.				
Project Owner	City of McAllen / McAllen Public Utility		Project Name	McAllen NWWTP SCADA and Electrical Improvements	
General Description of Project	Install new generators, modify the SCADA system and improve existing electrical gear				
Project Cost	$ 2,414,550.00		Date Project	11/23/19	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Leonel Vela, Jr.	Armando Chavez	Robert Escamilla	Leonel Vela, Jr.	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marc Ramirez	WW Utility Engineer	McAllen Public Utility	956-681-1775	
Designer	Gabriel Benavides, Jr.	Electrical/IT Team Lead	Halff	956-664-0286	gbenavides@halff.com
Construction Manager	Gabriel Benavides, Jr.	Electrical/IT Team Lead	Halff	956-664-0286	gbenavides@halff.com

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Leonel Vela, Jr.	
Years of experience as project manager		24	
Years of experience with this organization		29	
Number of similar projects as project manager		5	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Chase Tower Chiller & Generator		25%	October 2024
McAllen Fire Station #8		30%	September 2024
UTRGV Practice Football Fields		30%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Ismael Morales
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	NM Contracting
Telephone	956-686-9573	Telephone	956-631-5667
Email	samirz@dwilsonconstruction.com	Email	imorales@nmcontracting.us
Project	UTRGV Practice Football Fields	Project	McAllen Fire Station #8
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Armando Chavez	
Years of experience as project superintendent		36	
Years of experience with this organization		46	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
UTRGV Practice Football Fields		35%	June 2024
Chase Tower Chiller & Generator		30%	October 2024
UTRGV Soccer & Track Facility		20%	February 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Jarrod Neck
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	ECON Enriquez Construction
Telephone	956-686-9573	Telephone	956-259-8005
Email	samirz@dwilsonconstruction.com	Email	jneck@econgroup.us
Project	UTRGV Practice Football Fields	Project	UTRGV Soccer & Track
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Safety Manager			
Name of individual		Robert Escamilla (ESC Consultant)	
Years of experience as project manager			
Years of experience with this organization		12	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All D&F projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Erica Gonzalez	Name	Terry Ramirez
Title/Position	Controller Account Manager	Title/Position	Office General Manager
Organization	J. Salazar Construction, Inc.	Organization	Alamo Systems Industries, LLC
Telephone	956-205-1780	Telephone	956-702-4111
Email	ericag@jsconstructionrgv.com	Email	terry@alamosystemllc.com
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Leonel Vela, Jr.	
Years of experience as project superintendent		24	
Years of experience with this organization		29	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Chase Tower Chiller & Generator		25%	October 2024
McAllen Fire Station #8		30%	September 2024
UTRGV Practice Football Fields		30%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Samir Zayed	Name	Ismael Morales
Title/Position	Project Manager	Title/Position	Project Manager
Organization	D. Wilson Construction Co.	Organization	NM Contracting
Telephone	956-686-9573	Telephone	956-631-5667
Email	samirz@dwilsonconstruction.com	Email	imorales@nmcontracting.us
Project	UTRGV Practice Football Fields	Project	McAllen Fire Station #8
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

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

Signed this 16 day of January, 20 24.

Trenton Hausenfluck
Name of Bidder

Signature of Bidder

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:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Generator Rental		Aggreko 337-296-4763
Crane		TNT 956-287-1700
Mini Excavator		Comar 956-630-3324

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
Standby Generator	Loftin
Light Fixtures	MPWR Electrical Direct
Switchgear	MPWR Electrical Direct

BIDDER

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

By: D&F Industries, Inc. (Trenton Hausenfluck)
BIDDER

Title: Vice President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: ROBERT ERIC AREVALO

NOTARY PUBLIC

ROBERT ERIC AREVALO
Notary Public, State of Texas
Comm. Expires 06-28-2024
Notary ID 129036201

END OF SECTION

D&F INDUSTRIES, INC.

P.O. BOX 1680 PHARR, TEXAS 78577 956-781-2496 · FAX 956-781-0333 · www.dandfindustries.com

January 16, 2024

Dear City of Edinburg,

The undersigned party certifies that D&F Industries, 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 judgement 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.

Trenton Hausenfluck
Printed Name

Signature

Vice President
Position in bidding company

1/16/24
Date

PERFORMANCE BOND

Information to be provided after award of contract

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

To be provided after award of contract

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

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

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

Trenton Hausenfluck, who
[Affiant]

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

D&F Industries, 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 1/16/24.
[Date]

Notary Public in and for the State of TEXAS

Robert Eric Arevalo
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 6/28/24
[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: D&F Industries, Inc.
State of Incorporation: Texas
Mailing Address: P.O. Box 1680 Pharr, Texas 78577

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: N/A
Mailing Address: _____

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

Sole Proprietorship

Name: N/A
Mailing Address: _____

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

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

Trenton Hausenfluck Vice President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

1/16/24
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

D&F Industries, Inc.
[Typed Name of Company:]

Trenton Hausenfluck Vice President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

1/16/24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: ERG9RMG9LL44

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

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

What is the UEI?

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

How do I register with SAM?

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

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 1/16/24

Company/Vendor Name: D&F Industries, Inc.

Printed Name and Title: Trenton Hausenfluck Vice President

Authorized Signatory:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: D&F Industries, Inc.

Address and Zip Code: P.O. Box 1680 (3106 N. Sugar Rd.)
Pharr, Texas 78577

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   CDBG-CV Health Facility Improvements
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes X No _____ (If answer is yes, identify the most recent contract)
   CDBG-CV Health Fcility Improvements
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes X 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.

Trenton Hausenfluck Vice President
(Name and Title of Signer – please type)

Signature

1/16/24
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: D&F Industries, Inc PROJECT #: 2023-19

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)

J.A.E. Concrete Const. LLC
2010 N. Alton Blvd.
Alton, Tx. 78573

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 filed all compliance reports due under applicable instructions, including SF-100.

   _____ Yes ✓ No n/a

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

   _____ Yes ✓ No

Jeff A. Elsworth
NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

Jan. 14, 2024
DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: D&F Industries, Inc PROJECT #: 2023-19

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)

ACERO FAB, INC.
12225 N. BRYAN RD.
MISSION, TX 78573

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

JOHN MARTINEZ, PRES.

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

11/1/24

DATE

CLEAN AIR AND WATER CERTIFICATION

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

The Bidder certifies that:

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

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

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

Signature of Contractor's Authorized Official:

Name of Contractor's Authorized Official: Trenton Hausenfluck

Title of Contractor's Authorized Official: Vice President

Date: 1/16/24

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

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

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

Trenton Hausenfluck	Vice President
NAME	TITLE
	1/16/24
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Trenton Hausenfluck, being the first duly sworn, deposes and says that:

1. He/she is Vice President (Owner, partner, etc.) of D&F Industries, 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: _____ Date: 1/16/24
Trenton Hausenfluck

Title: Vice President

Notary: _____
Robert Eric Arevalo

(Apply Notary Seal)

(Print or type names under all signatures)

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and **McDonald Municipal & Industrial** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings.

The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, and running and physically and documentary accepted in accordance by the Owner.

1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Project No. 2023-19, Project name: Installation of a New 750 KW Standby Generator for the Downtown WTP Backup General Addition.**

ENGINEER

3.01 The Owner has retained **Halff Associates, Inc** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Halff Associates, Inc.**

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 **06/13/2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **07/28/2025**.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion - 06/13/2025**
2. Milestone 2 **Final Completion - 07/28/2025**

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**

$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**300.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $**XX for Alternate 2 and $XX for Alternate 3 (If applicable)**. No Alternates for this project.

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	Supply, furnish, and install a new 750 KW standby generator for the Downtown Water Treatment Plant, including an automatic transfer switch, a surge protection device, a portable docking station, conduits, cabling, and accessories, as well as a new feeder from a new utility power transformer [to coordinate with AEP] as well as all structural, civil, and electrical requirements as indicated in documents and drawings. It includes related materials for a complete working system. Including disconnecting, removing, and disposing of the current generator as per the Owner requirements. Note – The current standby generator will be removed and relocated of as the Owner will indicate until the new 750 KW standby generator will be completely installed, connected, tested, running, and physically and documentary accepted in accordance by the Owner.	LS	1		$839,469.00
2	Concrete slabs, stairs and bollards	LS	1		$70,000.00
3	Contingency	LS	1	50,000	$100,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$1,009,469.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

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C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**1,009,469.00**.

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 **11 Sheets** sheets with each sheet bearing the following general title: **Downtown Water Treatment Plant Backup General Addition**.
7. Addenda (numbers 1, 2 and 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

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are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

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

Attachments: Exhibit A – Civil Rights Provisions

Exhibit B – Appendix II to 2 CFR Part 200

EXHIBIT A

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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.*

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Exhibit B

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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 affected 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]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg	McDonald Municipal & Industrial
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: Myra L Ayla	Name: Wayne Berkenmeier
(typed or printed)	*(typed or printed)*
Title: City Manager	Title: Vice President Special Projects
(typed or printed)	*(typed or printed)*
	*(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: City Secretary	Title:
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Edinburg	McDonald Municipal & Industrial
415 W. University Drive	5044 Timber Creek
Edinburg, TX 78539	Houston, TX 77017
Designated Representative:	Designated Representative:
Name: Gerardo Carmona Jr., P.E.	Name: Wayne Berkenmeier
(typed or printed)	*(typed or printed)*
Title: Director of Utilities	Title: Vice President Special Projects
(typed or printed)	*(typed or printed)*
Address:	Address:
415 W University Dr.	5044 Timber Creek
Edinburg, TX 78539	Houston, TX 77017
Phone: 956-388-8212	Phone: 713-921-1368
Email: gcarmona@cityofedinburg.com	Email: wayneb@mcdonaldinc.com
*(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: _____

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END OF DOCUMENT

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MCDONALD C F ELECTRIC INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TKYJJDMT2D49	**0HRF6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 14, 2024**	
Physical Address	Mailing Address	
5044 Timber Creek DR **Houston, Texas 77017-5954** **United States**	**5044 Timber Creek** **Houston, Texas 77017-5954** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**C F Mcdonald Electric Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 29	**Texas / United States**	**www.mcdonaldinc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 21, 2023	**Jun 15, 2023**	**Apr 23, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1956	**Jul 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
No	**No**

EFT Indicator	CAGE Code
0000	**0HRF6**

Points of Contact

Electronic Business

HARRY KELLER
5044 Timber Creek
Houston, Texas 77017
United States

DIANE DOLLAR
5044 Timber Creek
Houston, Texas 77017
United States

Government Business

HARRY KELLER
5044 Timber Creek
Houston, Texas 77017
United States

HARRY KELLER
5044 Timber Creek
Houston, Texas 77017
United States

Past Performance

HARRY KELLER
5044 Timber Creek
Houston, Texas 77017
United States

HARRY KELLER
5044 Timber Creek
Houston, Texas 77017
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**238210**	**Electrical Contractors And Other Wiring Installation Contractors**

Product and Service Codes

PSC	PSC Name
6145	**Wire And Cable, Electrical**
N059	**Installation Of Equipment- Electrical And Electronic Equipment Components**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Per Contract	**$20,000,000.00**

States	Counties	Metropolitan Statistical Areas
Texas	**(blank)**	**(blank)**

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Gerardo Carmona, PE
Director of Utilities
City of Edinburg
gcarmona@cityofedinburg.com

Date: 3/11/2024

RE: City of Edinburg WTP HSPS 750KW Backup Generator Project / Bidder Recommendations

Mr. Carmona,

The Downtown WTP HSPS 750KW Backup Generator project has obtained two competitive bids for consideration. The bid opening of January 23, 2024, resulted in two bidders D&F Industries, Inc, and McDonald Municipal & Inc. with each submitting a bid with acknowledgement of project requirements. D&F Industries, Inc submitted a bid of $1,033,001 and McDonald Municipal submitted a bid of $1,009,469.

After review of both electrical contracting companies, we have identified that both have been in business since the 1950s and have executed installation of similar projects. McDonald has primarily serviced the Houston, Texas market while D&F has historically serviced the south Texas market.

We believe that either of these companies qualify to execute a high-quality project installation. For this reason, we are recommending the City of Edinburg to award the project to the low bidder McDonald Municipal & Inc.

Sincerely,

Gabriel Benavides Jr., PE
Electrical/ICT Team Leader
MEP/ICT Practice QA Manager

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
APPOINTMENTS
Agenda Item No: 12.A.
City Advisory Board Appointments

1. **Agenda Item:**
Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, Two Members; Edinburg Golf Board, Four Members; Edinburg Little League, One Member; Environment Advisory Board, Two Members; Planning and Zoning Commission, One Member; Recreation and Parks Board, Three Members; Boys and Girls Club of Edinburg-RGV, One Member and Edinburg Housing Authority, Two Members (Mayor Appointed). [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:

Community Development Council (3 Members) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Norma Catalina Olivarez, Leah Vargas, Vacancy

Applicant(s): Norma Catalina Olivarez, Leah Vargas, Loida Leal, Salome Salazar

Edinburg Golf Board (4 Members) - Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation, maintenance and development of the Ebony Hills Golf Course and Los Lagos Golf Course.

Present Member(s): Bill Carlson, Juan L. Garcia, Donato Amaya, Jr., Vacancy

Applicant(s): Bill Carlson, Juan L. Garcia, Donato Amaya, Jr., David Arispe

Edinburg Little League (1 Member) - The Board shall have full power to adopt bylaws for the regulation of its business and affairs. It shall have the duty of exercising general supervision over a comprehensive program of the Little League baseball and softball recreation activities and services in the city. The Board shall have like powers and duties with reference to other public or privately run Little League chartered programs.

Present Member(s): Armando Celedon

Applicant(s): Javier Salazar

Environment Advisory Board (2 Members) - Offers plans and recommendations to the Council

for the use program, development, operation, and maintenance of the respective areas assigned.

Present Member(s): Dahlia Robledo, Vacancy

Applicant(s): Dahlia Robledo

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

Present Member(s): Jorge Sotelo

Applicant(s): Jorge Sotelo, Otoniel Resendez

Recreation and Parks Board (3 Members) - Function: Exercise general supervision over the maintenance and equipment of parks, playgrounds, athletic fields, swimming pools and recreation centers and buildings and facilities thereon.

Present Member(s): Monica Soto, Gilbert Sanchez, Fernando Delgado

Applicant(s): Gilberto Sanchez, Leo O. Reyes, Monica Lee Soto, Salome Salazar

Boys and Girls Club of Edinburg-RGV (1 member)

Present Member(s): Eddie Villanueva

Applicant(s): Eddie Villanueva

Edinburg Housing Authority (Mayor Appointed) (2 members)- Function: Funded by the government. Provides home improvement projects and low income housing. *Note: The Bylaws of the EHA states 2 year terms but does not indicate term limits.

Present Member(s): Armando Barrera, Joe Rodriguez

Applicant(s): Dacia A. Salinas, Rene Cancino, Simon Garza, Debra Gomez, Michael A. Sanchez

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: Community Development Council, Two Members; Edinburg Golf Board, Four Members; Edinburg Little League, One Member; Environment Advisory Board, Two Members; Planning and Zoning Commission, One Member; Recreation and Parks Board, Three Members; Boys and Girls Club of Edinburg-RGV, One Member and Edinburg Housing Authority, Two Members (Mayor Appointed).

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Sarah Bryan
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
ECONOMIC DEVELOPMENT
Agenda Item No: 13.A.
EEDC Board's Selected Recipients

1. **Agenda Item:**
Consider Approving the EEDC Board's Selected Recipients of the Facade and Lot Improvement Program. [Raudel Garza, EEDC Executive Director]

2. **Description:**
The Edinburg Economic Development Corporation's (EDC) Facade and Lot Improvement Program (FLIP) was created to help small businesses enhance their curb appeal and improve the aesthetics of their properties and retain employees. Beautifying businesses will contribute to the overall effort to enhance our community's appearance for both visitors and locals alike, and potentially increase sales for the local business. The Edinburg EDC has committed $400,000 for Fiscal Year 2023-2024 to assist at least 40 qualifying small businesses (up to $10,000 each). A total of 65 applications were received.

On March 25, 2024, the Edinburg EDC Board approved the selection of the 40 recipients listed in the attachment. Upon City Council approval, the recipients will receive a formal approval letter and a notice to proceed. The project will then be forwarded to the relevant city departments to ensure compliance with city codes, regulations, and program guidelines.

3. **Staff's Recommendation:**
Staff recommends approval of the board's selections.

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

Prepared by:
Leticia Pantoja, Project Manager

Attachments:
A. Edinburg EDC FLIP Program Selections
B. Edinburg EDC FLIP Information
C. Edinburg EDC FLIP Photos

Edinburg EDC FLIP Selections

1. Fabulicious Nutrition
2. Memory Lane Healthcare Services
3. Sun Palace Inc.
4. Country Café
5. Amistad Primary Home Care
6. Beverly's Hardware
7. Valley Offices Statewide Insurance
8. Dance Legacy and Fitness
9. El Patio Café
10. La Cabana Pollos Asados
11. Nieto's Auto Service
12. Auto Servicio El Viejon
13. Tex Mex Food Mart
14. Rick Villarreal Insurance Agency
15. Armando's Pizza
16. High-Happy Pet Resort
17. Dent Specialist Collision Center
18. Delad llc dba Budget inn
19. Homestay Inn and Suites
20. Rivera Educational Consulting LLC
21. Hamburger King
22. Teacher Builder
23. Society 204
24. Shoppes at The Society
25. Society Standard
26. Mikes Barber School
27. Vasquez Bridal & Alterations
28. La Paloma Mexican Restaurant
29. N McColl Automotive
30. Daniella's Boutique
31. Pro Pit RGV
32. 7 Day Addiction
33. Aguilar's Meat Market
34. Legends Ironworks, LLC
35. Texas Star Realty LLC
36. Infinite Beauty
37. Sidebar 215
38. Gonzalez Cars For Less
39. The Carpet House
40. Alleycatz Bar & Pizza

Façade and Lot Improvement Program (FLIP) Selections

Name of Business:	Business Physical Address:	Number of Existing Full-Time Employees:	Number of Existing Part-Time Employees:	How many years has your business been in operation?	Summary of project and work for which grant is requested:	Total Cost of Improvements:
Fabulicious Nutrition	700 S. Closner Blvd.	2	2	14	I need a new light up sign for my business. New paint where this new sign will be. Illuminatin for the outside. It's very dark by 6pm. Outside light fixture needs to be replaced. Garden and grass to make it more attractive . Outside furniture like small tables and chairs for customers to sit and relax. Illumination around windows to attract customers. A bigger open light up sign so customers can see we are open.. This grant would definitely give my business a brighter and more attractive view. Please consider my business since I've been here for over 14 years helping our Edinburg community stay healthy and active. And now my business needed to look healthy too.	$ 10,000
Memory Lane Healthcare Services	312 W. University Dr.	5	10	10	Applying Stucco to Exterior of Building New Front Entry Door and Awning Roof Repair/Replacement Add Lighting to Exterior of Building and Parking Lot Landscaping of Front Planters Replacement of Side Canopy	$ 10,000
SUN PALACE INC	3901 S. BUSINESS 281.	2	3	25	Recently performed parking lot resurfacing with striping, plan to repair roof and replace windows and doors. Got estimates on replacing old signage.	$ 60,000
Country Cafe	2905 N. Closner Blvd.	6	1	14	El proyecto es la renovación del pavimento y consiste en tapar los pozos ,cubrirlo de impermeabilizante negro, pintar las rayas amarillas y los topes para los carros, esto le dará un aspecto mas fresco y limpio.	$ 13,800
AMISTAD PRIMARY HOME CARE INC	205 E. McIntyre St.	25	100	14	The building is in need of a new facade. The canopy is old and needs replacing and remodeling.	$ 16,000
Beverly's Hardware	715 E. University Dr.	3	4	76	NEW BUSINESS SIGNAGE, WINDOWS, FRONT DOOR, STUCCO WALLS AND REPAIR AWNING.	$ 14,500
VALLEY OFFICES STATEWIDE INSURANCE	1317 S. Closner Blvd.	5	2	12	RAISE THE HEIGHT OF THE STOREFRONT IN ORDER TO INSTALL NEW LIGHT UP SIGNAGE, REMOVE OLD SIGNAGE AND WINDOW WRAP, INSTALL NEW WINDOW WRAP AND ADD NEW POLE SIGN	$ 10,000
Dance Legacy and Fitness	721 E. Cano St.	4	1	1	Building has 5 windows and two door entries and would like to place awnings over them. Secondary would be to fix parking lot are towards the north of the building.	$ 25,000
El Patio Cafe LLC	2207 S. Closner Blvd.	11	13	29	Would love to blacktop our parking lot. Due to rain there alot of potholes.	$ 20,000
La Cabana Pollos Asados	3006 N Closner Blvd.	3	3	8	Plan to improve outdoor signs, parking lot striping, and would like outdoor patio, for expansion.	$ 7,500
Nieto's Auto Service	522 N. Closner Blvd.	4	0	35	Side walks, outside flooring	$ 12,000
Auto Servicio El Viejon	621 N. Closner Blvd.	2	0	7	Requesting assistance to renovate the entire roof of the business.	$ 10,000

Tex Mex Food Mart	9809 N. Expressway 281.	4	0	27	This grant would really help in replacing our roof that has been through many bad weather inclements. Water seeps in when we have rainy weather causing more expenses since roof tiles have to be replaced	$ 18,000
Rick Villarreal Insurance Agency	2116 W. University Dr.	4	1	37	I would like to improve my parking lot entrance by cementing the apron and including curbs and connecting to the sidewalk that runs across the front of the property. I will cement the parking lot as far as my funds will allow me. I have already added landscaping lights into the trees. I would also like to add signage to the west side of my building. All of this will make my property more attractive and professional. This is needed for marketing clientele who want to see a professional looking office.	$ 25,000
Armando's Pizza	604 S. Jackson Rd Ste A.	2	0	24	outdoor sign- at the moment the outside of the business does not have a sign to indicate to customers which suite is Armando's Pizza. We would need a completely new sign to correct this. open drive thru window- the building comes equipped with a drive thru window but needs to be inspected and checked out by architect and other personnel to make sure it is ok to open and start using	$ 7,500
High-Happy Pet Resort	1010 S. 25th Ave.	2	4	7	Primary project includes exterior painting of building with new signage and illumination. Secondary projects contingent on budget are the installation of a new awning above the door entrance, landscaping, parking lot striping, and some roof repair.	$ 15,500
Dent Specialist Collision Center	602 N. Closner Blvd.	4	0	23	We plan to utilize the grant funding in order to make repairs to our body work area roofing. After years, general wear and tear have shown their affect and we believe restoring our roofing and improving the underlying structural support will make a positive difference in not only functional ability but also be more as-ethically welcoming for customers especially considering our close proximity to the courthouse.	$ 17,500
Delad LLC dba budget inn	2207 S. Business Hwy 281.	3	0	10	Rapir parking lot, pot holes.	$ 18,000
Homestay Inn and Suites	2737 S. Business Highway 281.	2	3	6	Landscaping, repair parking and paint stripes for parking lot, repair and maintenance of the building and stairs, power washing the parking lot.	$ 15,000
Rivera Educational Consulting LLC	502 W. University Dr.	2	0	8	Enhance facade by widening and adding sidewalks, modernizing landscaping, and enhancing sprinkler system.	$ 10,000
Hamburger king	524 E. University Dr.	4	1	70	We would like to re paint the outside of the building fix the parking lot and fix the roof as-well the business has been here since the late 1930s so needs help	$ 50,000
Teacher Builder	301 E. Cano St.	10	4	16	This funding will support essential renovations and aesthetic upgrades, preserving the building's historical and cultural value. The allocation will cover signage improvements for increased visibility, window repairs to maintain architectural charm, and sidewalk renovations to ensure safety and accessibility. Ultimately, this financial support contributes to community pride, stimulates local business, and creates a visually appealing environment for residents and visitors, thereby fostering economic growth and a sense of shared identity.	$ 10,000

Society 204	204 E. Cano St.	2	1	3	Resurfacing of the parking lot along with striping Installation of concrete planter boxes, landscaping, and greenery	$ 10,000
Shoppes at The Society	314 E. University Dr.	6	5	1	Add signage to the front facade to attract passersby on University Fix the roof to the back end of the building as it leaks with heavy rains Install lighting for the signage Create landscaping	$ 10,000
Society Standard	200 E. Cano St.	2	1	2	New facade paint, update signage, clean and take care of the original architectural designs on the exterior of the nearly 100 year old facade to prevent corrosion	$ 10,000
MIKES BARBER SCHOOL	913 E. Schunior St.	7	2	12	EXTERIOR PAINTING, FIX PARKING LOT AND NEW SIGN	$ 9,000
Vasquez Bridal & Alterations	717 E. Universtiy Dr.	1	0	2	Business signage, window, awning, door and stucco walls	$ 12,000
La Paloma Mexican Restaurant Inc	621 E. Cano St.	5	0	16	The building at La Paloma is an older style building, looking to make improvements on the roof, sign, and wood around the building, Would also like to paint the exterior of the building as well as improvements to the parking lot.	$ 30,000
N McColl automotive	822 N. McColl Rd.	3	0	28	Signage and roofing. Also garage doors	$ 15,000
Daniellas Boutique	417 E. Schunior St.	1	0	3	I would like to replace my exterior paint and clean walls and exterior floor. I would like to replace all windows to bigger ones to help with business passing by could see more in to the interior of the building. My side parking space I need to fix it my clients park on grass its closer to main entrance fixing side parking space will make it more convenient for clients. repair and add exterior sign will help with advertisement for better business Repairing front patio will helpto get attention from cars passing by repair it to something more professional and maybe help business go up	$ 20,000
ProPit RGV	2427 N. Jackson Rd	6	2	30	Improve parking / facade	$ 10,000
7 Day Addiction	3017 S. Sugar Rd.	3	1	4	We are looking to Re-pave our parking lot, add lighting to our current signage, and replace a covering.	$ 9,800
Aguilar's Meat Market	221 S. 19TH Ave.	60	40	39	RESURFACE EXISITING PARKING LOT	$ 25,000
Legends Ironworks, LLC	117 E. Loeb St.	4	0	3	Sign repair, removal, and replacement. Exterior painting, new doors, and windows are much needed. Parking Lot restriping.	$ 10,000
Texas Star Realty LLC	3043 Alberta Rd.	12	3	3	I would like to get a new pylon sign, new exterior signage for the exterior of my office, replace the back door, window tinting and logos on windows and doors.	$ 7,000

Infinite beauty	2712 S. Expressway 281	5	1	5	Change sign and paint building and remove tile	$	13,000
Sidebar 215 DBA Sidebar	215 E. University Dr.	12	4	6	Back entrance double wooden door refinish/repair. Lighting system/lamps for back entrance. New paint for building and doors. Cement rings around trees in parking lot for beautification. Sign for alley entrance. Outdoor seating Pergola wood repair.	$	10,000
Gonzalez Cars For Less, Inc	2107 E. University Dr.	4	0	21	We need to replace fence around property ASAP. The fence is literally been held by a couple of screws. If the fence falls we will have the neighbors (Residents) backyard exposed and we are worried they are not going to be to happy. We haven't been able to acquire funds to repair fence.	$	13,000
The Carpet House	1303 E. Rogers Rd.	1	0	23	We would like remove and replace existing outside sign and if permitted fix/replace fence	$	10,000
Alleycatz Bar & Pizza	2309 W. University Dr. Ste B	5	2	1.5	Update front window decals Update front lighting Add window LED advertising screen New Open Sign Install Outdoor advertising projector	$	10,000
	TOTALS:	**248**	**214**			**$**	**629,100**

EDINBURG

Economic Development Corporation

Fabulicious Nutrition

Memory Lane Healthcare Services

Sun Palace Inc.

County Cafe

Amistad Primary Home Care

Beverly's Hardware

Valley Offices Statewide Insurance

Dance Legacy and Fitness

El Patio Cafe

La Cabana Pollos Asados

Nieto’s Auto Service

Auto Servicio El Viejon

Tex Mex Food Mart

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High-Happy Pet Resort

Dent Specialist Collision Center

Budget Inn

Homestay Inn and Suites

Rivera Educational Consulting LLC

Hamburger King

Teacher Builder

Society 204

Shoppes at the Society

Society Standard

Mikes Barber School

Vasquez Bridal Alterations

La Paloma Mexican Restaurant

N McColl Automotive

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Pro Pit RGV

7 Day Addiction

Aguilar’s Meat Market

Legends Ironworks LLC

Texas Star Realty LLC

Infinite Beauty

Sidebar 215

Gonzalez Cars for Less

The Carpet House

Alleycatz Bar & Pizza

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.A.
Hanson Professional Services, Inc.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $436,174.00 for Environmental Compliance and Construction Engineering to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On March 16, 2021, Hanson Professional Services, Inc. was selected as the current Engineer of Record for the Edinburg Regional Sanitary Landfill Facility for RFQ 2021-001, Solid Waste Management Consulting, Engineering and Environmental Monitoring Services and as such, is being recommended to be the lead for this project due to their familiarity with the operation and its permit requirements.

Additionally, Civil Environmental Consultants and Raba Kistner, both of which were also selected as qualified, specialized engineering firms under RFQ 2021-001, will be subcontracted on this project to provide Geotechnical Construction Quality Assurance Services, and Soil Materials Testing as assigned.

The agreement encompasses all services necessary to conduct the facility's engineering design, prepare documents and provide various construction and quality assurance services along with their submittals to the Texas Commission on Environmental Quality, as required by Title 30 of the Texas Administrative Code; Chapter 330 and its subsequent subchapters, and Title V of the Code of Federal Regulations.

The agreement also encompasses all services necessary for providing the City with the technical and engineering documents necessary to solicit competitive bids for the construction of Module M-5, Surveying, Construction Documents/Drawings, and Technical Specifications as required by Title 30 of the Texas Administrative Code Chapter 330.

If approved, this project is expected to be completed six (6) months upon issuance of the purchase order.

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc. Funding is available in the Certificates of Obligation, Series 2021, Solid Waste Management Capital Projects Fund.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of $436,174.00 for Environmental Compliance and Construction Engineering to the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to

Execute Any Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Ramiro Gomez, Director of Solid Waste Management Tomas Reyna, Assistant City Manager	Final Approval - 3/21/2024	Dalinda Cardenas, Administrative Specialist

Attachments:

A. Hanson Professional Services, Inc. - Proposal
B. Hanson Professional Services, Inc. - Agreement
C. Hanson Professional Services - C-233-21

HANSON
Engineering | Planning | Allied Services

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, TX 78411
(361) 814-9900
Fax: (361) 814-4401
www.hanson-inc.com

March 1, 2024

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasmine Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
TCEQ Permit MSW-2302 Consulting Services Proposal for Module M-5

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Type IV portion of the Edinburg Regional Disposal Facility (TCEQ Permit MSW-2302).

The scope of services is described in more detail in the following section:

MODULE M-5 DEVELOPMENT (MSW-2302)

It is the City's objective to complete the engineering design, prepare documents and provide certain construction phase and quality assurance services for Module M-5, the next disposal cell in the Type IV landfill MSW-2302. Module M-5 as permitted has a footprint of approximately 13 acres. The construction scope is based on the preliminary design details provided in the Site Development Plan Drawings for permit No. 2302, originally issued in 2003 with subsequent permit modifications as issued by the TCEQ. Our proposal for engineering design and construction document preparation is based on the following construction activities for Module M-5:

- Earthwork Grading within the limits of Module M-5 to achieve design elevations for the base of lining system, which may require both excavation and placement of compacted fill
- Expose tie-ins to the adjacent Module M-4 (existing) lining system
- Installation of Module M-5 underdrain system (consisting of geocomposite drainage materials with gravel-packed collector lines) and connection to the existing Module M-4 underdrain system
- Installation of the Module M-5 geosynthetic clay liner (GCL) and connect to the existing Module M-4 GCL
- Installation of the Module M-5 protective cover soil above the GCL and connect to the existing Module M-4 protective cover
- Waste placed as ballast to meet the current Waste as Ballast requirements outlined in the permit

Based on our understanding of the work, we propose to perform the following specific tasks:

Engineering Design and Assistance with Bidding

50% Design

The 50% design is based upon the specific liner configuration for Module M-5 as depicted in the landfill permit consisting of the following components (from bottom to top): dewatering system/underdrain, prepared subgrade, geosynthetic clay liner (GCL), and protective soil cover. Hanson will prepare a 50% design package and have a design workshop with the City to review the package. The package will include:

- Preliminary construction drawings, including plans, sections, and details, for work elements as described above and required by the facility permit
- Construction technical specifications for work elements as described above and required by the facility permit
- Contract documents, including advertisement, instructions to bidders, agreements, bonds, general conditions and special conditions, including Engineers Joint Contract Documents Committee (EJCDC) general conditions and Hanson standard front-end documents.
- Preliminary opinion of probable construction cost

Drawings will be developed in electronic format (AutoCAD R14 or higher). Drawings shall be delivered as hard copy, full size 22” x 34” sheets printable at a standard engineering scale and capable of being reproduced on half size 11” x 17” sheets. We will also furnish the City with non-editable electronic copies of the hard copies in Adobe Acrobat format. In order to maintain the design schedule for this project, review comments for each phase of design will be received at the design workshop for that phase and will be incorporated into the next design submittal.

100% Design Construction Documents Package

Hanson will review the comments received from the City at the 50% Construction Documents review workshop, make modifications as required to meet permit conditions and constructability and prepare a 100% design package of construction documents in the same format and quantity outlined above for the 50% design. Hanson will meet with the City in a design review workshop to review the package. The package will include:

- Construction drawings
- Construction specifications
- Contract documents
- An opinion of probable construction cost

Final Construction Documents

Following the incorporation of any comments from the 100% design construction documents review workshop, Hanson will prepare and deliver to the City final drawings, specifications and contract documents. This package will include:

- Printed 22” x 34” full size drawings
- Printed 11” x 17” half-size drawings
- A complete printed set of contract documents and specifications
- An opinion of probable construction cost

- A non-editable electronic version of all documents in Adobe Acrobat PDF format

Assistance with Bidding

The City will manage the bidding process and Hanson will provide the City with the following services during the bidding phase:

- Consult with the City to determine the final bid date and advertising schedule
- Consult with the City to determine procurement process for distribution of bid documents
- Attend the pre-bid meeting including a site visit to the landfill
- Evaluate questions from bidders and prepare for the City written answers to questions or requests for additional information
- Prepare written addenda for the City as warranted for any additional information or bid document revisions to be conveyed to potential bidders through the City's procurement process
- Attend the bid opening
- Review bids received, including a review of each bid to ensure it contained the minimum information to be considered responsive, and prepare a tabulation of bids
- Contact project and/or financial references for the two (2) lowest bidders
- Prepare a written evaluation and recommendation for award

Construction Phase Services and Quality Assurance

Construction Phase Services

Hanson will provide the following services during the construction phase of this project:

- Attend and assist the City with the pre-construction conference
- Review material submittals and other submittals customarily provided by the contractor or required by the contract documents during construction. The contract documents shall specify that the contractor pay the cost of any material or other submittal review requiring more than two (2) reviews by Hanson. Hanson's review of the contractor's submittals shall only be for the purpose of checking for general conformance with the design concept expressed in the contract documents. Hanson shall not be responsible for any deviations between the shop drawings, the contract documents, and field conditions.
- Review and make recommendations on monthly pay applications by the contractor
- Provide interpretations and clarifications of the plans and specifications for the contractor and authorize minor changes which do not affect the contractor's price or the duration of the construction contract, and are not contrary to the general interest of the City under the contract.
- Review and evaluate any change order proposals that may be necessary during the progress of the work including a recommendation to accept or reject.
- Consult with the City and provide advisement during construction and confer with City staff as needed.
- Make weekly visits to the project site, work in cooperation with the City and the contractor to observe the general progress and quality of the work, and determine, in general, if the work is being done in accordance with the contract documents and in accordance with the quantities of work represented in current contractor requests for payment. Weekly site visits will not constitute or be confused with a resident

inspection or continuous monitoring of the progress of construction and will generally consist of two to four hours on-site per visit. Additional full-time observation will be provided by a Construction Quality Assurance (CQA) consultant as required by the Soil and Liner Quality Control Plan (SLQCP) in the permit.

- Provide coordination with the CQA consultant and Professional of Record (POR) during construction.
- Hanson is not responsible for the contractor's means and methods of construction.
- Conduct a preliminary inspection near project completion and prepare a punch list of items for correction, repair or installation by the contractor prior to final inspection.
- Conduct a final inspection with the City and contractor.
- On the basis of contractor's field set of "red-line" drawings, field observations, known deviations, and change orders, Hanson will prepare a set of record drawings to be provided in both hard copy and electronic format (AutoCAD R14 or later).
- Our construction phase services are based on construction timeframe of 4 months.

Construction Surveying

Hanson will provide the necessary surveys to document construction required by TCEQ regulations and the facility permit. These will include surveys of the individual liner components for Module M-5 and the waste for ballast layer. To accommodate construction sequencing, the survey of each component will include up to two (2) mobilizations for each phase of the construction. We will also provide a list of verified horizontal and vertical survey control points for use by the contractor's surveyor and coordination with the contractor to check compliance with the design.

Geotechnical Construction Quality Assurance (CQA) Services (GCLER, BER)

TCEQ regulations and the facility permit require that during landfill construction the City provides geotechnical CQA services to demonstrate that the landfill liner system materials meet the required material properties identified in the permit. Additionally, it is required that a qualified technician or engineer be present on site at all times when liner system construction is occurring (geosynthetic clay liner, and protective cover placement). The results of all laboratory testing will be included in the reports required to be submitted to the TCEQ.

These CQA services for Module M-5 will be provided through Civil & Environmental Consultants, Inc. (CEC) as a subconsultant to Hanson. The cost associated with the CQA services to be provided by CEC are included in this proposal. CEC will provide Construction Quality Assurance (CQA) services during the construction and subsequent preparation of the documentation for TCEQ submittal. CEC staff will be on site to observe and document construction, as well as coordinate testing and sampling of construction materials. As the professional of record, CEC will prepare the Geosynthetic Clay Liner Evaluation Report (GCLER) for submittal to TCEQ. A Ballast Evaluation Report (BER) is required to demonstrate that the landfill has placed adequate waste in the cell to provide ballast to prevent uplift of the landfill liner from the groundwater below the site. CEC will prepare this report. Hanson will provide coordination with CEC during their performance of these services. The CEC proposal is based on a four-month construction schedule, with the contractor working six ten-hour days.

Raba Kistner, Inc. as a subconsultant to Hanson, will provide the soil materials testing required by the current Soil and Liner Quality Control Plan. Raba Kistner's fees are included in this proposal. This testing will be coordinated with and scheduled by CEC. The Raba Kistner proposal is based on a four-month construction schedule and the standard prescriptive tests

required by the SLQCP. Additional tests required by contractor schedule variations or failures of initial tests will be billed as additional services at standard time and material rates.

Compensation

Based on the tasks outlined above, the proposed fee for these services will be as follows (all fees are lump sum unless otherwise indicated):

Project Component	Fee
Basic Services	
Design Phase	$87,075.00
Bid Phase	$18,140.00
Construction Administration Phase	$80,233.00
Subtotal Basic Services	**$185,448.00**
Additional Services	
Topographic Surveying	$35,000.00
Geotechnical QA Services (Time and Materials Estimate)	$215,726.00
Subtotal Additional Services	**$250,726.00**
Summary of Fees	
Basic Services Fees	$185,448.00
Additional Services Fees	$250,726.00
Total Authorized Fees	**$436,174.00**

Please contact me if you have any questions or if we can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Grant A. Jackson, P.E.
Chief Production Officer & Vice President

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR ENVIRONMENTAL COMPLIANCE AND CONSTRUCTION ENGINEERING FOR EDINBURG REGIONAL SANITARY LANDFILL**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to engineering design, preparation of documents and provide various construction and quality assurance services pertaining to Module M-5 for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; 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. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

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 this Agreement 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 or the State of Texas'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 nor State'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 to the extent 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 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. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

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 $436,174, in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. 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.

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 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. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. 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.

E. 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.

F. 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.

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

H. The City may, at any time, request 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 Consultant 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.

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

J. Prior to and as a condition of final payment to the 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 claims for payment arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 and for reimbursable expenses incurred 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 and reimbursable expenses incurred 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. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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
AUTHORIZATION TO PROCEED

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many

factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
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 ”C” and the City of Edinburg shall be listed as an additional insured on all policies except Workers Compensation and Professional Liability.

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 Agreement;

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

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

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable,

suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

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

SECTION X
COMPLIANCE STANDARDS

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
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 the section below.

SECTION XIII
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 XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
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. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will 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 a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
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 XVII
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 XVIII
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 XIX
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:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

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 XX
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 XXI
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 XXII
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 XXIII
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 Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of 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.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY:_____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Master Agreement
Exhibit "C" Insurance

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR ENGINEERING CONSULTING SERVICES RELATED TO THE EDINBURG REGIONAL LANDFILL DEVELOPMENT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Hanson Professional Services Inc. (hereinafter **"Engineer"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

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

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer 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 Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer with authorization to proceed, after execution of this Agreement.

C. 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 Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.

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

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

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

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

SECTION IV
RESPONSIBILITIES OF ENGINEER

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

B. Engineer 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. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

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

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State'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. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

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

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

SECTION V
PAYMENT AND FEES

City agrees to pay Engineer 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 Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

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

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

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer'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. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

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

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

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

f. Any of Engineer's Services that are defective, requiring correction or replacement;

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

h. Liens have been filed in connection with the Engineer's Services

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

E. All fees payable to Engineer 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 Engineer's employees' taxes. Engineer 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. Engineer 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. Engineer shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Engineer 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, Engineer 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 Engineer from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

J. Prior to and as a condition of final payment to the Engineer following termination or expiration of this Agreement as defined below, the Engineer 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 claims for payment 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) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. 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 Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by 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 Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer'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 Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

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
AUTHORIZATION TO PROCEED

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. if the Agreement is terminated for default or for convenience.

SECTION IX
MINIMUM INSURANCE REQUIREMENTS

Engineer 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 Engineer or its employees. In accordance with City ordinances, Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer.

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, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Engineer hereby agrees as follows:

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

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

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

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

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

SECTION X
COMPLIANCE STANDARDS

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI
DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII
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 the section below.

SECTION XIII
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 XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
LIMITATION OF LIABILITY

A. Engineer 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 Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will 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, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
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 XVII
NO PENDING LITIGATION

A. Engineer 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 Engineer threated against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer 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 Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
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 XIX
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 Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

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 XX
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 XXI
SUCCESSORS AND ASSIGNS

City and Engineer 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 Engineer shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
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 XXIII
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 Engineer 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 Engineer shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

ENGINEER

BY: _____
Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. ***Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.***

i. MAJOR WORK CATEGORIES INCLUDE:

1. ***PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING***

a. Municipal Solid Waste Permitting and Permit Modifications
b. Materials Recovery Facility Permitting and Permit Modifications
c. Transfer Station Permitting and Permit Modifications
d. Landfill Cell Design
e. Landfill Cover Design
f. Final Cover Design
g. Site Operation Plans
h. Fill Plans
i. Grading Plans
j. Soil Use Plans
k. Airspace Usage Estimates and Projections
l. Groundwater Monitoring System
m. Groundwater Sampling and Analysis Plan
n. Sequence of Development
o. Landfill Gas Management Plan
p. Landfill Closure/Post-Closure Care Cost Estimates
q. Cost of Service Modeling
r. Stormwater Permitting
s. Composting Site Permitting and Development
t. Air Permitting and Permit Modifications
u. Odor Control
v. Floodplain Assessment and Management
w. Landscape and Irrigation Design
x. Infrastructure Design
y. Financial Assurance

2. ***CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS***

a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
b. Bid Phase Services
c. Construction Phase Services
d. Conduct Construction Meetings
e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
f. Scheduling
g. Daily Updates
h. Construction Quality Assurance/Quality Control
i. Constant Communication, Evaluation and Re-Design as material costs increase

3. ***ENVIRONMENTAL SERVICES***

a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes

b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical

4. ***LANDFILL SAMPLING LABORATORY TESTING***

a. Statistical Evaluation

b. Regulatory Reporting

5. ***LANDFILL PLANNING AND ENGINEERING SERVICES***

a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development

b. Annual Municipal Solid Waste Report

c. Planning for Operational Issues

d. Leachate Storage and Disposal

e. Interior and Exterior Roads

f. Storm Water and Sediment Control

g. Stockpile Locations and Utilization

h. Borrow Area Grading and Utilization

6. ***LANDFILL GAS SERVICES***

a. Landfill Gas Management Plan Development and Update

b. Gas Collection and Control System Design

c. Gas System and Control System Expansions

d. Planning

e. Design

f. Budgeting

g. Permitting

h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.

7. ***LANDFILL RELATED DRONE AND SURVEYING SERVICES***

a. Physical Site Survey and/or Drone Flights

b. Collect Aerial Topography Data

c. Estimate Airspace Consumption

d. Determine Waste Settlement Rate Estimates.

e. Quarterly and Annual Surveys

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2021

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: Linda Bomarito	
Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 1-800-527-9049	PHONE (A/C, No, Ext): 309-282-3903	FAX (A/C, No): 866-501-3945
	E-MAIL ADDRESS: lbomarito@holmesmurphy.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL SPECIALTY INS CO	37885
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 61963267 **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	
	ANYPROPRIETOR/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	$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim	10,000,000
							Aggregate	10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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: Heidi Gibson	
TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	PHONE (A/C, No, Ext): (217) 321-3219	FAX (A/C, No): (217) 321-4219
	E-MAIL ADDRESS: hgibson@troxellins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	INSURER B : Trumbull Insurance Company	27120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2111135097 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EPP0520969	01/01/2021	01/01/2022	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0473222	01/01/2021	01/01/2022	[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)

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory langauge applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas
415 W. University Dr
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.B.
Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Supply Corporation to Provide Fire Protection Services to Montreal Estates Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

2. **Description:**
This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for Montreal Estates Subdivision. The developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

Montreal Estates Subdivision is within the North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within the City's extraterritorial jurisdiction (ETJ).

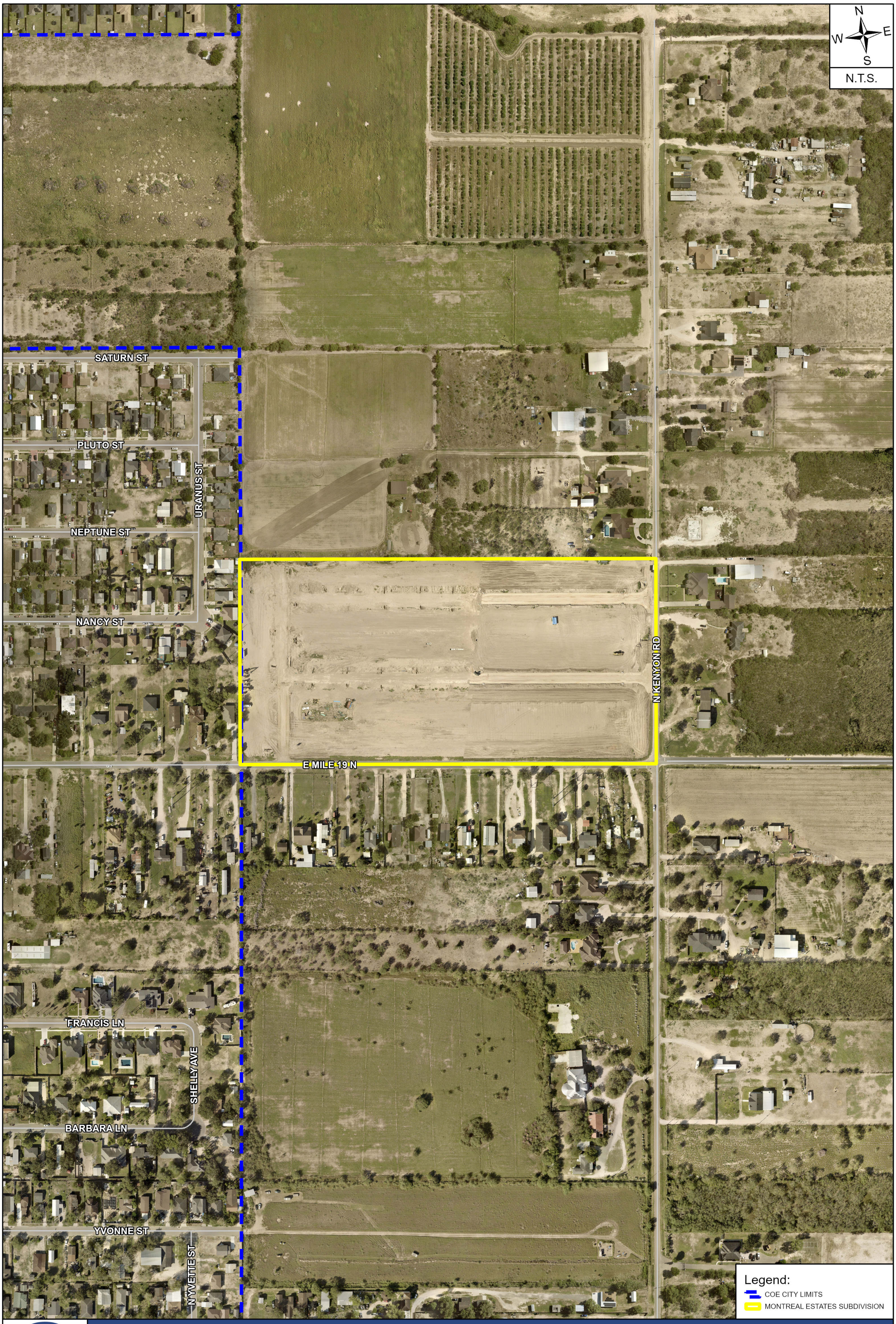
3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to provide fire protection services to Montreal Estates Subdivision.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Attachment A: Montreal Estates Subdivision

LOCATION MAP



MONTREAL ESTATES SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** MARCH 4, 2024

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

AGREEMENT

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

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

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

February 7, 2024

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

Via U.S Postal Service

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, Montreal, LLC, a Series of Rocko Investments, LLC - Montreal Estates Subdivision

Dear Ms. Ayala:

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

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

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

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

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG RECEIVED FEB 15 2024 UTILITIES DEPARTMENT

CITY OF EDINBURG RECEIVED FEB 13 2024 CITY MANAGER'S OFFICE

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1121095

Date Filed:
02/07/2024

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NAWSCWAA099
Montreal Estates Subdivision Waterline Access Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Montreal, LLC, a Successor of Rocko Investments, LLC	Edinburg, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Hidalgo County, State of Texas, on the 7th day of FEB (month), 2024 (year).

Steven P. Sanchez
Signature of authorized agent of contracting business entity
(Declarant)

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

WATERLINE ACCESS AGREEMENT
(with City)

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

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

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

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

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

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

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

WHEREAS, Montreal, LLC, a Series of Rocko Investments, LLC ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A",** Montreal Estates Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC and City agree as follows:

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

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

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

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes

should not be covered.

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

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

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

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

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

reasonable fee for the presence and administration of NAWSC's personnel.

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

OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

applicable.

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

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

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

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

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

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

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Omar Ochoa, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of ____ _____ 20_____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

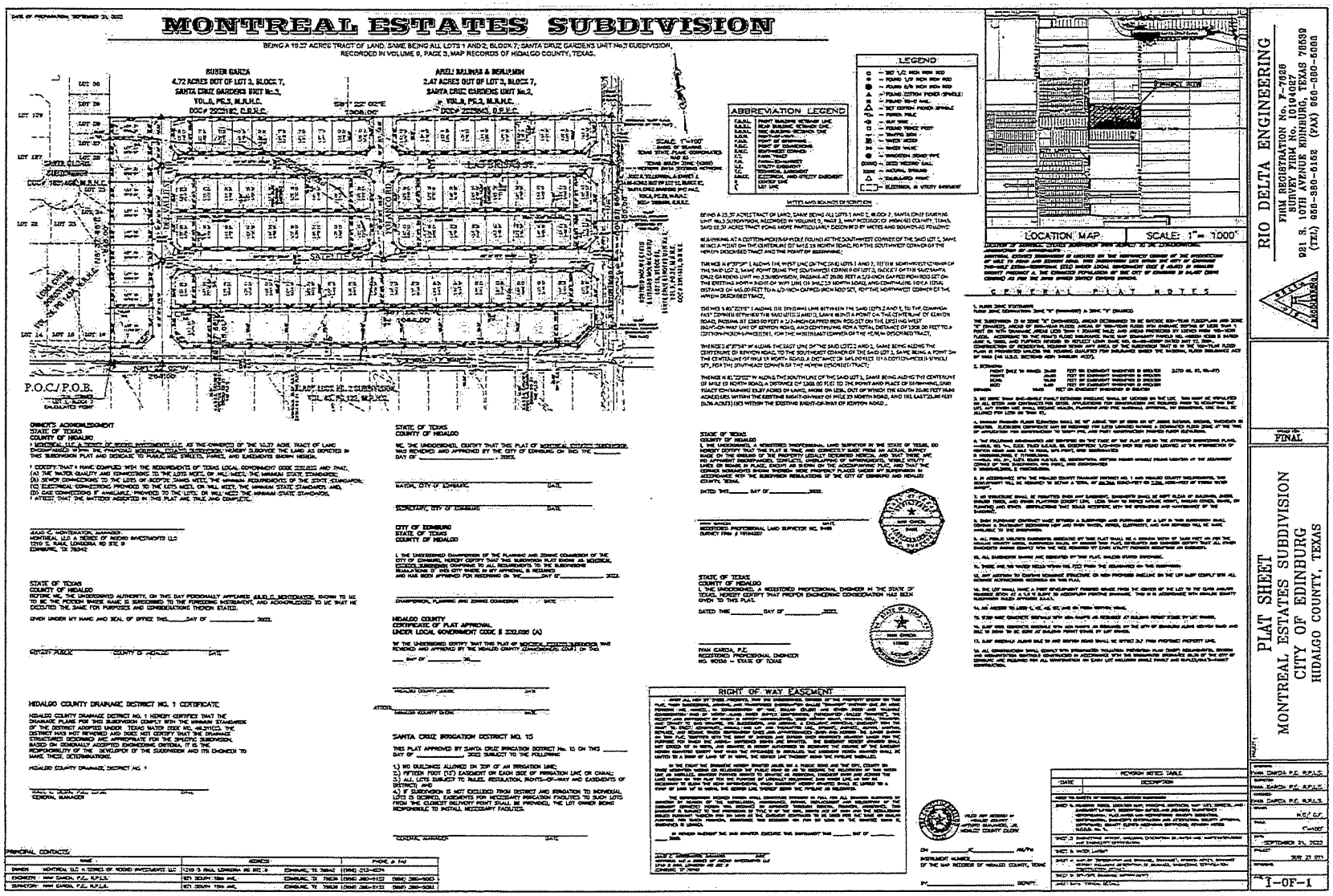
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ _____, 20_____.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

A 19.37 Acre Tract of Land, same being all Lots 1 and 2, Block 7, SANTA CRUZ GARDENS UNIT NO. 3 SUBDIVISION, as per the map or plat thereof recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas.


MONTREAL ESTATES SUBDIVISION
BEING A 19.27 ACRES TRACT OF LAND, SAME BEING ALL LOTS 1 AND 2, BLOCK 7, SANTA CRUZ GARDENS UNIT No.3 SUBDIVISION, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
RUBEN GARZA
4.72 ACRES OUT OF LOT 3, BLOCK 7,
SANTA CRUZ GARDENS UNIT No.3,
VOL.9, PG.3, M.R.H.C.
DOC# 2923182, O.R.H.C.
ARIEL BALMAS & BENJAMIN
2.47 ACRES OUT OF LOT 3, BLOCK 7,
SANTA CRUZ GARDENS UNIT No.2,
VOL.8, PG.3, M.R.H.C.
DOC# 2923843, O.R.H.C.
S89°11'22"E
1308.00'
SCALE: 1"=100'
BASIS OF BEARINGS
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE 4205
SANTA CRUZ GARDENS UNIT No.2
VOL.8, PG.3, M.R.H.C.
SANTA CRUZ GARDENS UNIT No.3
VOL.9, PG.3, M.R.H.C.
LOMA ALTA ACRES
VOL.4, PG.19, M.R.H.C.
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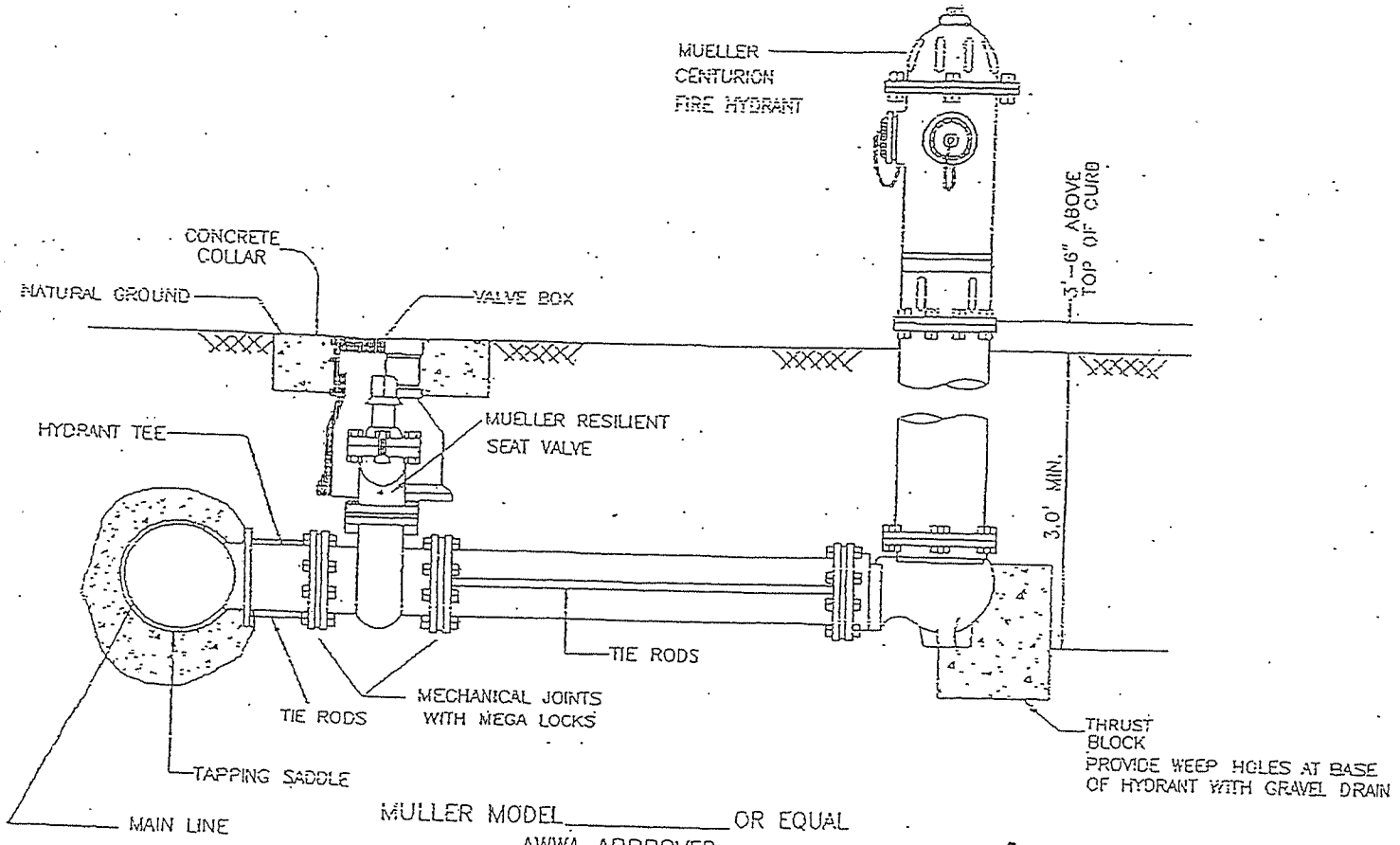
P.O.C./P.O.B.
LEGEND
ABBREVIATION LEGEND
LOCATION MAP
SCALE: 1"= 1000'
PROJECT SITE
GENERAL PLAT NOTES
OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO
I MONTREAL LLC A TEXAS LIMITED LIABILITY COMPANY, AS THE OWNER(S) OF THE 19.27 ACRE TRACT OF LAND DESCRIBED AND ENCOMPASSED WITHIN THE SYMBOLOGY HEREON, HAVE CAUSED SAID SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.010 AND THAT;
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEETS, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OF RECORD MEETS, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEETS, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND,
(D) GAS CONNECTIONS IF AVAILABLE, PROVIDED TO THE LOTS, OR WILL MEET THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ADDICTED IN THIS PLAT ARE TRUE AND CORRECT.
JULIO C. MONTEMAYOR, MANAGER
MONTREAL LLC A SERIES OF WOOD INVESTMENTS LLC
1210 S. RAIL LONGORIA RD STE 9
EDINBURG, TX 78542
STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JULIO C. MONTEMAYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2022.
NOTARY PUBLIC COUNTY OF HIDALGO DATE
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
GENERAL MANAGER DATE
STATE OF TEXAS
COUNTY OF HIDALGO
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MONTREAL ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG ON THIS THE _____ DAY OF _____, 2022.
MAYOR, CITY OF EDINBURG DATE
SECRETARY, CITY OF EDINBURG DATE
CITY OF EDINBURG
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT SHOWN AS HEREON, HAS BEEN SUBMITTED TO THE COMMISSION FOR CONSIDERATION TO ALL REQUIREMENTS TO THE SUBDIVISIONS REGULATIONS OF THE CITY HAVE BEEN APPROVED BY THE COMMISSION, AND WAS SIGNED FOR RECORDING ON THE _____ DAY OF _____, 2022.
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MONTREAL ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ____ DAY OF _____, 20__.
HIDALGO COUNTY JUDGE DATE
ATTEST: HIDALGO COUNTY CLERK DATE
SANTA CRUZ IRRIGATION DISTRICT NO. 15
THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 2022 SUBJECT TO THE FOLLOWING:
1.) NO BUILDINGS ALLOWED ON 30ft OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT OR EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.
GENERAL MANAGER DATE
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.
DATED THIS_____ DAY OF _____, 2022.
RYAN GARZA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6488
SURVEY FIRM # 10194027
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.
DATED THIS_____ DAY OF _____, 2022.
RYAN GARZA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90356 - STATE OF TEXAS
RIGHT OF WAY EASEMENT
FILED AND RECORDED IN HIDALGO COUNTY CLERK
ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY_____ DEPUTY.
REVISION NOTES TABLE
DATE DESCRIPTION
PRINCIPAL CONTACTS:
NAME ADDRESS PHONE & FAX
OWNER MONTREAL LLC A SERIES OF WOOD INVESTMENTS LLC 1210 S RAIL LONGORIA RD STE 9 EDINBURG, TX 78542 (956) 212-4074
ENGINEER RYAN GARZA, P.E., R.P.L.S. 821 SOUTH 10th AVE. EDINBURG, TX 78539 (956) 380-6152 (956) 380-6060
SURVEYOR RYAN GARZA, P.E., R.P.L.S. 821 SOUTH 10th AVE. EDINBURG, TX 78539 (956) 380-6152 (956) 380-6060
RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7698
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-6152 (FAX) 956-380-6060
FINAL
PLAT SHEET
MONTREAL ESTATES SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS
RYAN GARZA P.E. R.P.L.S.
RYAN GARZA P.E. R.P.L.S.
RYAN GARZA P.E. R.P.L.S.
N.G.V.D. 07
CHECKED
SEPTEMBER 21, 2022
SEPTEMBER 21, 2022
1-OF-1

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

WATER LAYOUT
MONTREAL ESTATES SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS
SHT 12
RIO DELTA ENGINEERING
FIRM REGISTRATION No. P-7020
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-6162 (FAX) 956-380-6083
CONSTRUCTION
LEGEND
MATCH LINE
MATCH LINE
LOMA CREKA SUBDIVISION
VOL. 28, PG. 52, M.R.H.C.
LOT 1 LOT NO. 2 SUBDIVISION VOL. 42, PG. 123, M.R.H.C.
RUBEN GARZA 4.72 ACRES DOC# 2023781, O.R.H.C.
ARCEL SOLANO & BENJAMIN 2.47 ACRES DOC# 2023581, O.R.H.C.
MARGARET A ERNESHAW 10.00 ACRES DOC# 2181189, O.R.H.C.
ROBERTO MOLINA CAVAZOS & LINDADO MOLINA CAVAZOS 10.00 ACRES DOC# 2181191, O.R.H.C.
JOSE L. VILLARREAL & CARMEN A 4.46 ACRES DOC# 1156660, O.R.H.C.
S. KENYON ROAD
STREET
STREET
STREET



MULLER MODEL_____OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.C.
Water Line Access Agreement between City and Sharyland Water Supply Corporation

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to GEM Estates Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

2. **Description:**
This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for GEM Estates Subdivision. The developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

GEM Estates Subdivision is within the Sharyland Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within the City Limits.

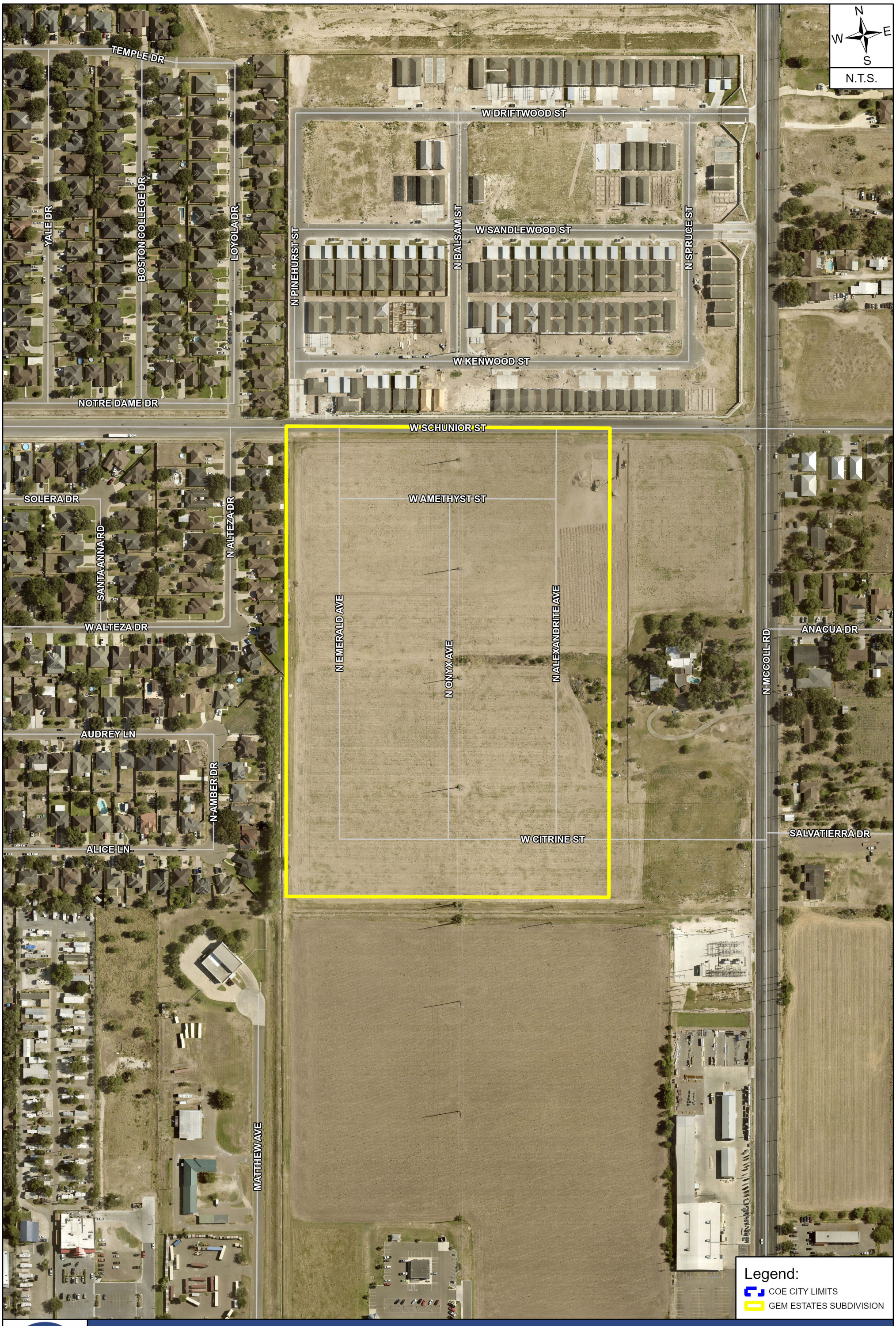
3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to provide fire protection services to GEM Estates Subdivision.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:
A. Attachment A: GEM Estates Subdivision

LOCATION MAP



GEM ESTATES SUBDIVISION

REQUESTED BY:	CREATED BY:	DATE:
UTILITIES DEPARTMENT	ENGINEERING DEPARTMENT - GIS DIVISION	MARCH 4, 2024

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Richard W. Fryer,
J.D., P.E., LEED AP

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

February 15, 2024

Via U.S. Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg, Elite Development 786, LLC - GEM Estates Subdivision

Dear Ms. Ayala:

I am returning the four (4) original **Waterline Access Agreements** (***"Agreement"***) for the GEM Estates Subdivision for signature on behalf of the City of Edinburg (***"City"***) along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience for signature by Sharyland Water Supply Corporation.

Once the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG RECEIVED FEB 21 2024 UTILITIES DEPARTMENT

CITY OF EDINBURG RECEIVED FEB 20 2024 CITY MANAGER'S OFFICE

c:. ./KarensFiles/SWSC/WAA/Edinburg/GEMEstatesSubdWAA/City ltr2/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1034296

Date Filed:
06/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sharyland Water Supply Corporation
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SWSCWAA017
Waterline Access Agreement - GEM Estates Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Elite Development 786, LLC	Brownsville, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is CARLOS R. LIMA, and my date of birth is 08/18/1975

My address is 321 S. SHARY BLVD (street), ALTON (city), TX (state), 78573 (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 15 day of JUNE (month), 2023 (year)

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	BETWEEN: SHARYLAND WATER
	§	SUPPLY CORPORATION; ELITE
	§	DEVELOPMENT 786, LLC; AND CITY
COUNTY OF HIDALGO	§	OF EDINBURG

WATERLINE ACCESS AGREEMENT
(with City and Owner)

WHEREAS, Sharyland Water Supply Corporation ("**SWSC**") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Elite Development 786, LLC, ("**Owner**") is developing the subdivision in the location described in **Exhibit "A",** GEM Estates Subdivision (the "**Subdivision**) and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Owner and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. Owner and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information

affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and maintained by Owner and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Owner. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Owner's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of SWSC's personnel.

10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE **"USER"**) BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER

AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND OWNER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO

ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS

FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. Owner will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Owner will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.

16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and

appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owner and City agrees to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.

c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

18. SWSC may notify Owner and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice in the Subdivision. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an

appropriate backflow prevention device at the service connection at the sole expense of Owner and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Owner and/or City.

19. Owner shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.

20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.

22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.

23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of SWSC, the City and Owner authorize completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Owner and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of_____, 2020.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540
Phone: (956) 388-8204
Fax: (956) 383-7111

By:_____
Clarice Balderas, City Secretary

By:_____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____
Omar Ochoa, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is City Manager of the City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____ _____ 20_____.

_____
Notary Public in and for the State of Texas

ELITE DEVELOPMENT 786, LLC,
a Texas Limited Liability Company
3244 Turquia
Brownsville, Texas 78520

By: _____
Mobeen Ahmed, Manager

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Mobeen Ahmed**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is a Manager of ELITE DEVELOPMENT 786, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of July _____, 2023.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
VALERIA LIZETTE GARZA
Notary Public, State of Texas
Comm. Expires 01/03/2027
Notary ID 134124614

SHARYLAND WATER SUPPLY
CORPORATION
4210 E. Main Ave.
Alton, Texas 78573

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

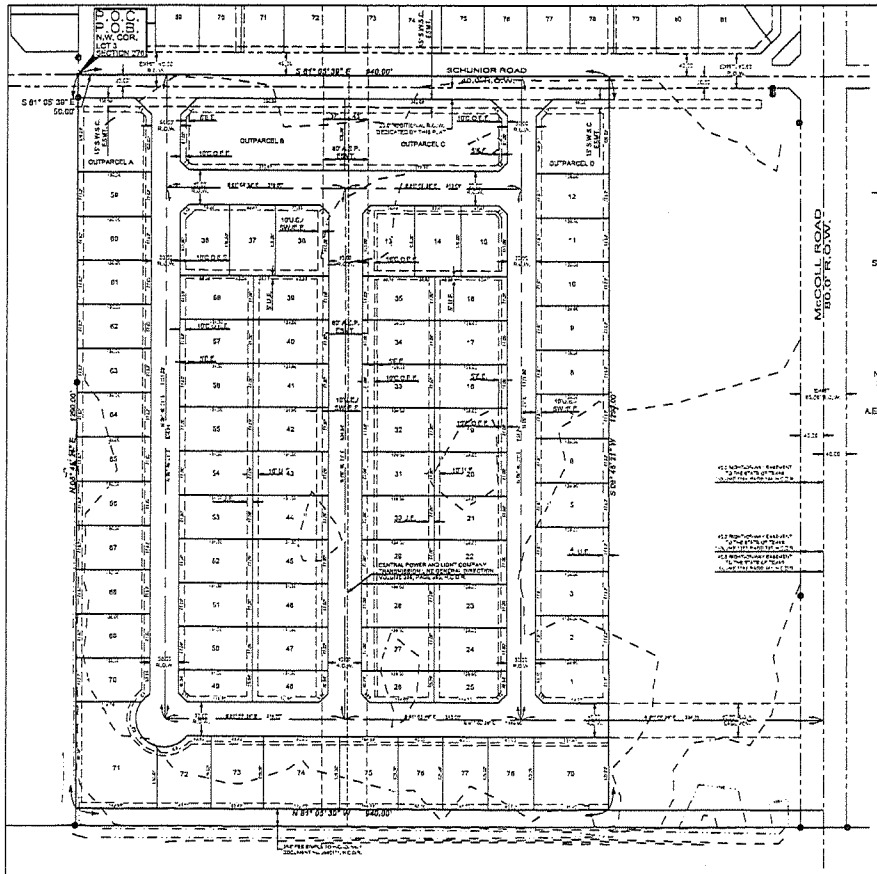
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carlos Lima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of Sharyland Water Supply Corporation, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

EXHIBIT "A"

A 27.84 Acre Tract of Land situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lot 3, Section 276, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, according to the Plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Hidalgo County, Texas.



SUBDIVISION MAP OF
GEM ESTATES SUBDIVISION

BEING 27.84 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 3, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS

1" = 100'

LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND PIPE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- S.W.S.C.E. - SHARYLAND WATER SUPPLY CORPORATION EASEMENT
- ℄ - CENTER LINE

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
N.W. COR. - NORTHWEST CORNER
S.E. COR. - SOUTHEAST CORNER
SW.LE. - SIDEWALK EASEMENT
U.S.W.L.E. - UTILITY AND SIDEWALK EASEMENT
A.E.P. ESMT. - AMERICAN ELECTRIC POWER EASEMENT
C.O.E.E. - CITY OF EDINBURG EASEMENT
E.E. - ELECTRICAL EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT

METES & BOUNDS

A TRACT OF LAND CONTAINING 27.84 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 3, SECTION 276, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, SAID 28.358 ACRES ARE OUT OF A CERTAIN TRACT CONVEYED TO EUGENE E. HOUTS AND MARILYN K. HOUTS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 411883, HIDALGO COUNTY OFFICIAL RECORDS, SAID 28.358 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE NORTHWEST CORNER OF SAID LOT 3, SECTION 276;

THENCE, S 81° 05' 39" E ALONG THE NORTH LINE OF SAID LOT 3 AND WITHIN THE EXISTING RIGHT-OF-WAY OF SCHUNIOR STREET, A DISTANCE OF 50.00 FEET TO A NAIL SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

1. THENCE, S 81° 05' 39" E ALONG THE NORTH LINE OF SAID LOT 3 AND WITHIN THE EXISTING RIGHT-OF-WAY OF SCHUNIOR STREET, A DISTANCE OF 640.00 FEET TO A NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT;

2. THENCE, S 08° 48' 21" W AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF SCHUNIOR STREET, CONTINUING A TOTAL DISTANCE OF 1,290.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

3. THENCE, N 81° 05' 39" W A DISTANCE OF 640.00 FEET TO A NO.4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

4. THENCE, N 08° 48' 21" E AT A DISTANCE OF 1,270.00 FEET PASS A NO.4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF SCHUNIOR STREET, CONTINUING A TOTAL DISTANCE OF 1,290.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.84 ACRES OF WHICH 0.458 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF SCHUNIOR STREET, LEAVING A NET OF 27.43 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE TWENTY (20) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   B. REAR YARD SETBACK LINE SHALL BE TEN (10) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   C. SIDE YARD SETBACK LINE SHALL BE SIX (6) FEET OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
   D. CORNER SIDE YARD SETBACK TEN (10) FEET.
2. FLOOD ZONE "X" (SHADED): AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR 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: 480339 0315 E MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR: MAY 14, 2021
3. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB OR BASE FLOOD ELEVATION WHICH EVER IS GREATER.
4. ZONE CLASSIFICATION AUTOURBAN RESIDENTIAL.
5. A FIVE (5) FOOT SIDEWALK THREE (3) FEET BEHIND THE BACK OF CURB IS REQUIRED FOR INTERIOR STREETS AT THE BUILDING PERMIT STAGE, WITH A.D.A. RAMPS.
6. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
7. ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
8. BENCH MARK NOTE.
   T.B.M. NO.1: SCT M.H.I. BRASS DISC LOCATED 680 FEET WEST AND 1035 FEET NORTH FROM THE CENTERLINE INTERSECTION OF MCCOLL ROAD WITH SCHUNIOR STREET, POINT NO. 268 CONTROL ID BY USGS ELEV=97.58, N, 16940353.1240 E, 1284322.2380
9. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
10. DRAINAGE NOTE:
    IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 250,842 C.F. (5.882 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
11. 5 FOOT SIDEWALK ALONG THE WEST SIDE OF MCCOLL ROAD AND THE NORTH SIDE OF SCHUNIOR ROAD BY DEVELOPER DURING CONSTRUCTION, WITH A.D.A. RAMPS. SIDEWALKS TO GO INTO THE SUBDIVISION AGREEMENT OR GATE.
12. LOTS 15 THRU 21 SHALL HAVE NO ACCESS FROM SCHUNIOR ROAD. LOTS 1 & 78, SHALL HAVE NO ACCESS FROM MCCOLL ROAD.
13. THE SUBDIVISION WILL BE UTILIZING SHARED DUMPSTERS LOCATED ADJACENT BETWEEN LOTS, THE RESPONSIBILITY WILL BE DISTRIBUTED BETWEEN THE ADJACENT LOTOWNERS FOR CONSTRUCTION AND FOR THE PAYMENT OF SERVICES FOR EACH DUMPSTER. THE DEVELOPER SHALL DESIGNATE ACCORDING TO PLAN DESIGNATION OF SERVICE LOCATIONS SO THE OWNER/RESIDENTS KNOW WHICH BIN/ENCLOSURE IS THEIRS. OWNERS/RESIDENTS SHALL USE THEIR DESIGNATED ENCLOSURES ONLY.
14. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 88.36 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
15. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 1% MIN SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.
16. OUTPARCEL A TO BE PRIVATE DETENTION AND BE MAINTAINED BY HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG.
17. THIS SUBDIVISION IS INTENDED TO BE A MULTI-FAMILY DEVELOPMENT.

Lot Area Table			Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	6466.53	0.228	21	6466.53	0.228	41	7210.25	0.230	61	17565.69	0.403
2	7210.25	0.230	22	6960.53	0.228	42	6960.53	0.228	62	17565.69	0.403
3	7210.25	0.230	23	6960.53	0.228	43	7210.25	0.230	63	17565.69	0.403
4	7210.25	0.230	24	6960.53	0.228	44	7210.25	0.230	64	17565.69	0.403
5	7210.25	0.230	25	7210.25	0.230	45	7210.25	0.230	65	17565.69	0.403
6	7210.25	0.230	26	7210.25	0.230	46	7210.25	0.230	66	17565.69	0.403
7	7210.25	0.230	27	6960.53	0.228	47	7210.25	0.230	67	17565.69	0.403
8	7210.25	0.230	28	6960.53	0.228	48	7210.25	0.230	68	17565.69	0.403
9	7210.25	0.230	29	6960.53	0.228	49	7210.25	0.230	69	17565.69	0.403
10	7210.25	0.230	30	6960.53	0.228	50	7210.25	0.230	70	6960.53	0.228
11	7210.25	0.230	31	6960.53	0.228	51	7210.25	0.230	71	6960.53	0.228
12	7210.25	0.230	32	6960.53	0.228	52	7210.25	0.230	72	6960.53	0.228
13	7210.25	0.230	33	6960.53	0.228	53	7210.25	0.230	73	6960.53	0.228
14	7210.25	0.230	34	6960.53	0.228	54	7210.25	0.230	74	6960.53	0.228
15	7210.25	0.230	35	6960.53	0.228	55	7210.25	0.230	75	6960.53	0.228
16	6960.53	0.228	36	6960.53	0.228	56	7210.25	0.230	76	6960.53	0.228
17	6960.53	0.228	37	6960.53	0.228	57	7210.25	0.230	77	6960.53	0.228
18	6960.53	0.228	38	6960.53	0.228	58	7210.25	0.230	78	17565.69	0.403
19	6960.53	0.228	39	7210.25	0.230	59	7210.25	0.230			
20	6960.53	0.228	40	7210.25	0.230	60	7210.25	0.230			

Line Table		
Line #	Length	Direction
L1	14.28'	N27°54'16"E
L2	14.28'	N62°05'44"W
L3	21.21'	N17°05'39"W
L4	42.48'	N72°05'39"W
L5	21.21'	N17°05'39"W
L6	14.28'	N62°05'44"E
L7	14.28'	N27°54'16"E
L8	21.21'	N72°05'39"E
L9	42.48'	N17°05'39"E
L10	21.21'	N72°05'39"E
L11	14.28'	N27°54'16"W
L12	14.28'	N62°05'44"W
L13	21.21'	N17°05'39"W
L14	42.48'	N72°05'39"W
L15	21.21'	N17°05'39"W
L16	14.28'	N62°05'44"E
L17	14.28'	N27°54'16"E
L18	21.21'	N72°05'39"E
L19	42.48'	N17°05'39"E
L20	21.21'	N72°05'39"E
L21	14.28'	N27°54'16"W
L22	14.28'	N62°05'44"W
L23	21.21'	N17°05'39"W
L24	42.48'	N72°05'39"W

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	47.12'	30.00'	90°00'00"	S 36°05'39" E	42.44'	30.00'
C2	47.12'	30.00'	90°00'00"	S 53°54'21" W	42.44'	30.00'
C3	39.27'	25.00'	90°00'00"	S 53°54'21" W	35.36'	25.00'

DRAWN BY: SEGAR DATE: 3/23/2023.
FINAL CHECK _____ DATE: _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1
ON THIS, THE _____ DAY OF _____ 20 _____

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURE ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLANCE DUPON THE HCIDA RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCIDA.

_____ PRESIDENT

_____ SECRETARY

I, SHERILYN DAHLBERG, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER INFRASTRUCTURE FOR THE GEM ESTATES SUBDIVISION LOCATED IN HIDALGO COUNTY, TEXAS SUBJECT TO THE POTABLE WATER SYSTEMS MEETING THE APPROVAL OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

_____ SHERILYN DAHLBERG
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

_____ DATE

MELDEN & HUNT, INC.
TEXAS REGIST. #1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE • EDINBURG, TX 78541
PH. (956) 381-0981 • FAX: (956) 381-1839
ESTABLISHED 1947 • www.meldenandhunt.com

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE GEM ESTATES SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN. SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OR EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THIS SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE OWNERS OF LOTS SIGNED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

_____
BY: MARILYN K. HOUTS, TRUSTEE
512 N. MCCOLL RD.
EDINBURG, TEXAS 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARILYN K. HOUTS, 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 _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION #1435

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117388
STATE OF TEXAS

DATE PREPARED: 11/01/21
ENGINEERING JOB # 21.091.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____.

_____
ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 10/11/2021
SHEET PG. 12
SURVEY JOB # 21.903.00

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS GEM ESTATES SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____.

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

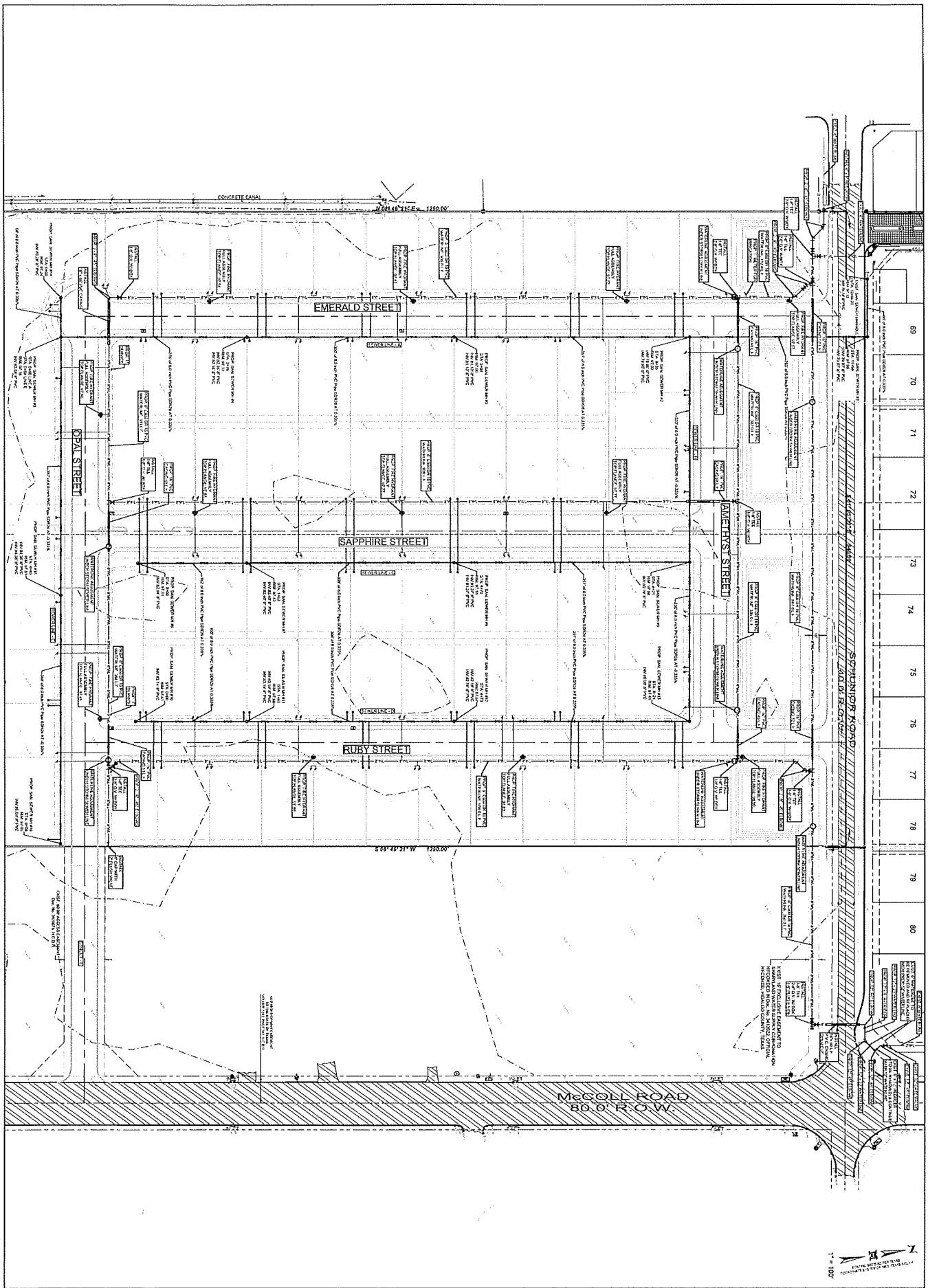
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



SHEET 4 OF 22	OVERALL UTILITY LAYOUT	GEM ESTATES EDINBURG, TEXAS HIDALGO COUNTY	THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF MARIO A. REYNA, P.E. 117208 ON MAY 23, 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES	ENG. TECH. CESAR PROJECT ENG. T-BOOK, 1014, PG. 86 1. RELEASE DATE 2. RELEASE DATE 3. RELEASE DATE SCALE: AS SHOWN	REV #1 IRRIGATION METER ADDED 12-9-2022 C.P. REV #2 PCC COMMENTS REVISION DATE BY MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS 118 W. McINTYRE EDINBURG, TX 78541 PH (956) 381-0981 FAX (956) 381-1830 ESTABLISHED 1947 227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH (956) 487-8266 FAX (956) 488-8491	JOB No. 22193.00

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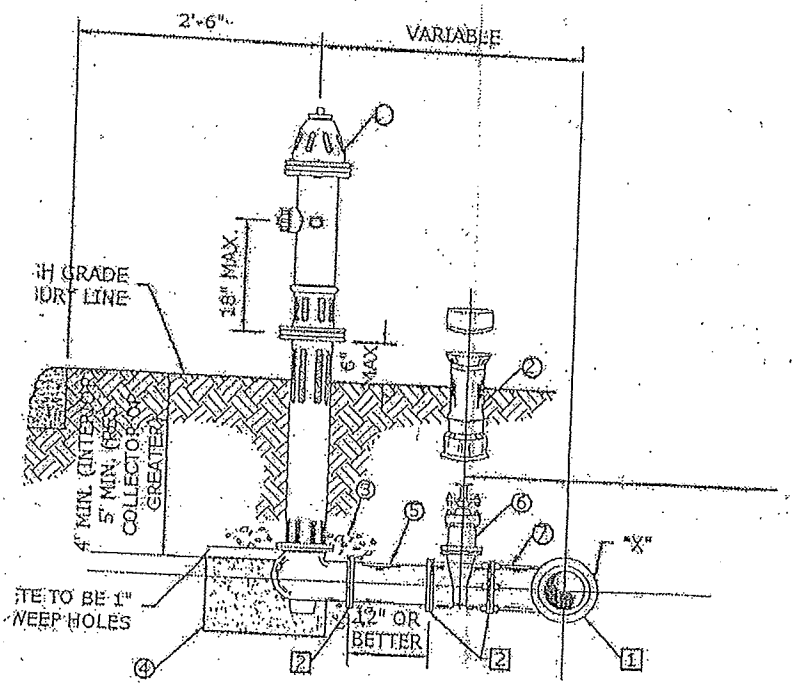
File Name: 18070



NOTE:

1.) Oil shall be placed in hydrant at the time of installation
2.) Pumper nozzle shall face roadway. (5 ¼" N.S.T.)
3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

1.) FIRE HYDRANT W/ 4 ½" PUMPER NOZZLE
2.) VALVE BOX
3.) 3 CU. FT. GRAVEL
4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
5.) 1 FT. MINIMUM PVC SPOOL
6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
7.) FLANGED X MECHANICAL JOINT CAST IRON TEE

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.D.
Reschedule the Tuesday, May 21, 2024 Regular City Council Meeting

1. **Agenda Item:**
Consider Rescheduling the Tuesday, May 21, 2024 Regular City Council Meeting to Thursday, May 23, 2024. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

Due to a lack of quorum city staff requests the Tuesday, May 21, 2024 Regular City Council Meeting be rescheduled to Thursday, May 23, 2024.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

3. **Staff's Recommendation:**
Approve Rescheduling the Tuesday, May 21, 2024 Regular City Council Meeting to Thursday, May 23, 2024.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.E.
Asphalt Paving Golf Cart Path Ebony Hill Golf Course

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with Renoworks Facility Solutions for the Asphalt Paving of the Golf Cart Path at the Ebony Hill Golf Course in the Amount of $263,522.00 through the Texas Interlocal Purchasing Contract (TIPS) Contract No. 211001 Q3212401 and Authorize the City Manager to Enter Into a Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas InterlocalPurchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Currently, the city is in the process of completing the construction of the new bridges at Ebony Hills Golf Course and awaiting the arrival of 25 new golf carts for the facility. To optimize existing funds and ensure the longevity of the new golf carts, as well as to implement essential enhancements outlined in our Golf Course Master Plan, Renoworks has presented a cost proposal totaling $263,522.00 for the following scope of services:

1. Includes mobilization and demobilization.
2. Remove existing asphalt golf cart paths.
3. Haul out demo asphalt. City to have first rights to demo materials for their use.
4. Provide 6' wide caliche for golf cart paths at existing paths; approximately 12,765 LF.
5. Compact caliche.
6. Install 10 poles with signage provided by the city.
7. Includes all work equipment to complete job.
8. Prep flex base with SS1 oil.
9. Provide 1.5" asphalt over caliche for a 6' wide cart pathway pavement approximately 12,765 LF long.
10. Compact asphalt pavement.
11. Remove all debris and clean area.
12. Includes all machinery and equipment to complete job.

Funding in the amount of $263,522.00 is available in Fund 135 - Series 2018 Bonds.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Agreement with Renoworks Facility Solutions for the Asphalt Paving of the Golf Cart Path at the Ebony Hill Golf Course in the Amount of $263,522.00 through the Texas Interlocal Purchasing Contract (TIPS) Contract No.

211001 Q3212401 and Authorize the City Manager to Enter Into a Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. Q_3212401_COE Ebony Cart Paths Asphalt ADD (1)
B. 00500_Agreement Renoworks Cart Path Paving 3.28.24

RENOWORKS
FACILITY SOLUTIONS

2705 E. Davis Rd., Suite A
Edinburg, TX, 78540
rene@renoworksfs.com
o. 956-513-1849

TIPS Contract No. 211001
Q3212401

3/21/2024

Mr. Tomas Reyna | Assistant City Manager
415 West University Drive
Edinburg, Texas, 78539

Site: Ebony Golf Course

Subject: "Golf Cart Path ASPHALT OVERLAY – Cost ADD"

We propose to furnish the services specified herein at the prices stated and in accordance with RENOWORKS standard terms and conditions. RENOWORKS, LLC would like to submit the following proposal for your review and approval. * RENOWORKS will provide the following scope of the following work identified and approved by the customer.

RENOWORKS proposes the following scope of work.

Scope of work and Pricing:

1. Includes mobilization and demobilization.
2. Remove existing asphalt golf cart paths.
3. Haul out demo asphalt. City to have first rights to demo materials for their use.
4. Provide 6' wide caliche for golf cart paths at existing paths; approximately 12,765 LF.
5. Compact caliche.
6. Install 10 poles with signage provided by the city.
7. Includes all work equipment to complete job.
8. Prep flex base with SS1 oil.
9. Provide 1.5" asphalt over caliche for a 6' wide cart pathway pavement approximately 12,765 LF long.
10. Compact asphalt pavement.
11. Remove all debris and clean area.
12. Includes all machinery and equipment to complete job.

Total Pricing:

The total project price is: ***Base Price: $263,522.00 Pricing*** is good for 28-days from the above date.
Thank you for the Opportunity to quote on this valued inquiry and your interest in RENOWORKS.

Exclusions:

- Does not include additional cart paths beyond existing.
- Does not include seal coat.
- Does not include paint striping.
- Does not include concrete curb.
- Does not include landscaping.

***Proprietary & Confidentiality:**

RENOWORKS, as a benefit to you, has developed the concepts detailed in this proposal on 3/21/24. These are considered by RENOWORKS to be confidential and proprietary. These ideas and concepts remain the sole property of RENOWORKS, the customer acknowledge and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of RENOWORKS. Any unauthorized use of these ideas and concepts is strictly prohibited.

Proposal Validity:

RENOWORKS
FACILITY SOLUTIONS

2705 E. Davis Rd., Suite A
Edinburg, TX, 78540
rene@renoworksfs.com
o. 956-513-1849

The terms of this proposal are **VALID FOR 28 DAYS** from the above date and are contingent upon equipment availability & subject to change.

Closing:

Again, thank you for your interest in RENOWORKS. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Rene Olivarez, P.E.
Principal
RENOWORKS, LLC

Email Acceptance

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved please fill out this acceptance page & return. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print):_____

Title:_____

Signature:_____

*** Purchase Order:**_____

Date:_____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1 **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide RENOWORKS with required field utilities (electricity, toilets, drinking water, etc.) access to sites without charge. RENOWORKS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge RENOWORKS for any costs or expenses without RENOWORKS's written consent.

RENOWORKS
FACILITY SOLUTIONS

2705 E. Davis Rd., Suite A
Edinburg, TX, 78540
rene@renoworksfs.com
o. 956-513-1849

Unless specifically noted in the statement of the scope of work or services undertaken by RENOWORKS under this agreement, RENOWORKS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change. Modify, or alter the scope of work or services to be performed by RENOWORKS shall not operate to compel RENOWORKS to perform any work relating to Hazards without RENOWORKS's express written consent.

2. **INVOICING & PAYMENTS.** RENOWORKS may invoice Purchaser monthly for all materials delivered to the job site and for all work performed on-site with the appropriate invoice, which must be approved by a District representative that work has been performed and completed. If RENOWORKS's invoice is not paid after 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of RENOWORKS, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, RENOWORKS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** RENOWORKS warrants that the equipment installed by RENOWORKS shall be free from defects in material and workmanship arising from normal usage for a period of three (3) months from delivery of said equipment, for a period of one (1) year from installation. RENOWORKS warrants that for equipment furnished and/or installed but not manufactured by RENOWORKS, RENOWORKS will extend the same warranty terms and conditions which RENOWORKS receives from the manufacturer of said equipment. For equipment installed by RENOWORKS, if Purchaser provides written notice to RENOWORKS of any such defect within thirty (30) days after the appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment. For equipment not installed by RENOWORKS, if Purchaser returns the defective equipment to RENOWORKS within thirty (30) days after appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by RENOWORKS shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** RENOWORKS shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by RENOWORKS or, alternatively, shall provide RENOWORKS with acceptable tax exemption certificates. RENOWORKS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** RENOWORKS shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond RENOWORKS's, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of RENOWORKS, etc.
8. **COMPLIANCE WITH LAWS.** RENOWORKS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All claims, disputes and other controversy between RENOWORKS and Customer arising out of or in any way related to the services provided by RENOWORKS shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, Customer, assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Hidalgo County. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses.
10. **INSURANCE.** Insurance coverage in excess of RENOWORKS's standard limits will be furnished when requested and required. No credit will be given or premium paid by RENOWORKS for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon RENOWORKS unless accepted by RENOWORKS in writing.

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and Renoworks Facility Solutions ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply, furnish, and install an asphalt golf carts paths at the Ebony Hills Golf Course with the following scope of Service:

1. **Includes mobilization and demobilization.**
2. **Remove existing asphalt golf cart paths.**
3. **Haul out demo asphalt. City to have first rights to demo materials for their use.**
4. **Provide 6' wide caliche for golf cart paths at existing paths; approximately 12,765 LF.**
5. **Compact caliche.**
6. **Install 10 poles with signage provided by the city.**
7. **Includes all work equipment to complete job.**
8. **Prep flex base with SS1 oil.**
9. **Provide 1.5" asphalt over caliche for a 6' wide cart pathway pavement approximately 12,765 LF long.**
10. **Compact asphalt pavement.**
11. **Remove all debris and clean area.**
12. **Includes all machinery and equipment to complete job.**

1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Ebony Hills Golf Course Improvements Paving of Cart Paths Project.**

OWNER

3.01 The Owner, assume all duties and responsibilities of Engineer and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **the Owner.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **May 31, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 3, 2024.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion / May 31, 2024**

2. Milestone 2 **Final Completion / June 3, 2024**

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**250.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $263,522.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$263,522.00**

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 completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **N/A** sheets with each sheet bearing the following general title:
7. Addenda (N/A)

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract

(2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg *(typed or printed name of organization)*	 *(typed or printed name of organization)*
By: *(individual's signature)*	By: *(individual's signature)*
Date: *(date signed)*	Date: *(date signed)*
Name: Myra L Ayla *(typed or printed)*	Name: *(typed or printed)*
Title: City Manager *(typed or printed)*	Title: *(typed or printed)* *(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: *(individual's signature)*	Attest: *(individual's signature)*
Title: City Secretary *(typed or printed)*	Title: *(typed or printed)*
Address for giving notices: City of Edinburg 415 W. University Drive Edinburg, TX 78539	Address for giving notices:
Designated Representative:	Designated Representative:
Name: Tomas D. Reyna *(typed or printed)*	Name: *(typed or printed)*
Title: Assistant City Manager *(typed or printed)*	Title: *(typed or printed)*
Address: 415 W University Dr. Edinburg, TX 78539	Address:
Phone: 956-388-8207	Phone:
Email: treyna@cityofedinburg.com *(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: License No.: *(where applicable)* State:

END OF DOCUMENT

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.F.
Increase to Purchase Order P240380

1. **Agenda Item:**
Consider Increasing the Amount of Purchase Order P240380 to La Uni LLC in the Amount Not to Exceed $8,582 for the All-America City David Chavana 10K Run/Walk, Miracle Mile and Fun Run Race Shirts. [Javier Garza, Director of Parks and Recreation]

2. **Description:**
Staff is requesting authorization to proceed with the increase to Purchase Order P240380 for the purchase of additional All America City David Chavana 10K Run/Walk, Miracle Mile and Fun Run Race Shirts. The original Purchase Order was in the amount of $29,302.00 and was for 500 Miracle Mile and 8,500 10K and Fun Run participants. Additional shirt orders were required as an unexpected increase in runner participation registrations.

3. **Staff's Recommendation:**
Approve Increasing the Amount of Purchase Order P240380 to La Uni LLC in the Amount Not to Exceed $8,582 for the All-America City David Chavana 10K Run/Walk, Miracle Mile and Fun Run Race Shirts.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 3/28/2024	Lee Tamez, Administrative Assistant

Attachments:
A. 10K Fun Run First Order
B. Miracle Mile Shirts
C. 10K Fun Run Second Order

Invoice #5011

Thank you for your business!

City of Edinburg CHAVANA 10k white shirts

LA UNI PRINT
3111 S Business Highway 281
Edinburg, Texas 78539
+19566558822
launisports@gmail.com

Created	December 22, 2023
Customer Due Date	January 26, 2024
Invoice Date	December 22, 2023
Payment Due Date	December 22, 2023
Total	$28,025.00
Outstanding	$28,025.00

Customer Billing
City of Edinburg
Rolando Rodriguez
(956) 382-5631
rolandorodriguez@cityofedinburg.com

Customer Shipping
City of Edinburg
Rolando Rodriguez

Customer Notes
3 color front
Golden Yellow
Navy
Red

1 color back
Black

Category	Item #	Color	Description	YS	YM	YL	S	M	L	XL	2XL	3XL	Qty	Items	Price	Taxed	Total
Screenprinting	XT76	White	Short Sleeve Dry Fit - 100% Polyester	1700	1700	1100	1100	1100	700	700	200	200		8500	$3.25	-	$27,625.00

Fee	Description	Qty	Amount	Taxed	Total
	UPCHARGE FEE 2XLARGE	200	$2.00	-	$400.00

Total Quantity	8500
Item Total	$27,625.00
Fees Total	$400.00
Sub Total	$28,025.00
Tax	$0.00
Total Due	$28,025.00
Paid	$0.00
Outstanding	$28,025.00

Invoice #5012

Thank you for your business!

City of Edinburg ((Miracle Mile Shirts))

LA UNI PRINT
3111 S Business Highway 281
Edinburg, Texas 78539
+19566558822
launisports@gmail.com

Created	December 22, 2023
Customer Due Date	January 26, 2024
Invoice Date	December 22, 2023
Payment Due Date	December 22, 2023
Total	$1,725.00
Outstanding	$1,725.00

Customer Billing
City of Edinburg
Rolando Rodriguez
(956) 382-5631
rolandorodriguez@cityofedinburg.com

Customer Shipping
City of Edinburg
Rolando Rodriguez

Customer Notes
3 color front

Category	Item #	Color	Description	YS	YM	YL	S	M	L	XL	2XL	3XL	Qty	Items	Price	Taxed	Total
Screenprinting	XT76	White	Short Sleeve Dry Fit - 100% Polyester	50	50	50	100	100	50	50	25	25		500	$3.25	-	$1,625.00

Fee	Description	Qty	Amount	Taxed	Total
	UPCHARGE FEE 2XLARGE	50	$2.00	-	$100.00

Total Quantity	500
Item Total	$1,625.00
Fees Total	$100.00
Sub Total	$1,725.00
Tax	$0.00
Total Due	$1,725.00
Paid	$0.00
Outstanding	$1,725.00

Invoice #5194

Thank you for your business!

City of Edinburg CHAVANA 10k white shirts 2ND ORDER

LA UNI PRINT
3111 S Business Highway 281
Edinburg, Texas 78539
+19566558822
launisports@gmail.com

Created	January 30, 2024
Customer Due Date	January 31, 2024
Invoice Date	January 30, 2024
Payment Due Date	January 30, 2024
Total	$8,134.00
Outstanding	$8,134.00

Customer Billing
City of Edinburg
Rolando Rodriguez
(956) 382-5631
rolandorodriguez@cityofedinburg.com

Customer Shipping
City of Edinburg
Rolando Rodriguez

Customer Notes
3 color front
Golden Yellow
Navy
Red

1 color back
Black

Category	Item #	Color	Description	YS	YM	YL	S	M	L	XL	2XL	3XL	Qty	Items	Price	Taxed	Total
Screenprinting	XT76	White	Short Sleeve Dry Fit - 100% Polyester	125	125	125	125	125	125	125	75	50		1000	$6.00	-	$6,000.00
Screenprinting	XT76	WHITE	Short Sleeve Dry Fit - 100% Polyester		54	5	3	3	28	4	4	3		104	$6.00	-	$624.00
Screenprinting	8000	WHITE	GILDAN 50/50 SHIRTS		18	31	200		3					252	$5.00	-	$1,260.00

Fee	Description	Qty	Amount	Taxed	Total
	UPCHARGE FEE 2XLARGE	125	$2.00	-	$250.00

Total Quantity	1356
Item Total	$7,884.00
Fees Total	$250.00
Sub Total	$8,134.00
Tax	$0.00
Total Due	$8,134.00
Paid	$0.00
Outstanding	$8,134.00

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: April 2, 2024
CONSENT AGENDA
Agenda Item No: 14.G.
Approving Fiscal Year 2023 - 2024 Budget Transfer

1. Agenda Item:

Consider Approving Fiscal Year 2023-2024 Budget Transfer for the Following: [Ascencion Alonzo, Director of Finance]

Building Maintenance

1. General Fund: FROM Air Conditioning Units TO Building & Structures, in the Amount of $140,000.

2. Description:

The Finance Department is presenting the budget transfer requested by the City department to transfer funds necessary to reflect current needs and shift of priorities within the department's budget accounts due to increase in prices and unforeseen repairs and expenses.

3. Staff's Recommendation:

Approve the Budget Transfer for the Fiscal Year 2023-2024 Budget, as requested by the department.

Reviewed by:

Prepared by:
Ascencion Alonzo, Finance Director

Attachments:

A. Budget Transfer Request Form

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General

DEPARTMENT Bulding Maintenance Dept.

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Air Condition Units	1	0	0		4	0	0	4		5	1	3	3	1	0	$ 140,000
										Total							$ 140,000

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Building & Structures	1	0	0		4	0	0	4		6	0	3	5	0	0	$ 140,000
										Total							$ 140,000

The transfer of funds is needed to continue the daily operation of the city to continue to serve the community as efficent and effectivily as possible.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: **DATE:**

1. _____ 03/14/24
2. _____ 3/14/24

Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: **DATE:**

3. _____ 03/19/2024

Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: **DATE:**

4. _____ ___/___/___

City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___
Initials

DATE ENTERED TO INCODE: ___/___/___ ___
Initials

Form Updated 4/19/2023