



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 16, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. CITY MANAGER'S REPORT

- A. Future Work Sessions to be Held

4. DISCLOSURE OF CONFLICT OF INTEREST

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing IDEA Edinburg Eagles Powerlifting Team, 2024 Texas High School Powerlifting Association 3A Division State Champions, as Requested by Coach Aida Gonzalez. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week. [Jaime Ayala, Chief of Police]
- C. Presentation of Proclamation Recognizing the Cool City Celebration in the City of Edinburg to be held on April 27, 2024. [Vincent A. Romero, Director of Public Works]

6. RESOLUTION

- A. Consider Resolution Formally Retiring Call Sign Eagle 1 900 in Honor of the Late Fire Chief Shawn Michael Snider. [Omar Garza, Fire Chief]

7. 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.

8. PRESENTATIONS AND REPORTS

- A.** Presentation by U.S. Border Patrol Awarding the Edinburg Police Department with Forfeiture Funds. [Jaime Ayala, Chief of Police]
- B.** Presentation on the City's Water Conservation and Drought Contingency Plan. [Gerardo Carmona Jr., P.E., Director of Utilities]

9. ORDINANCES

- A.** Consider Ordinance Providing for the Voluntary Annexation of 199.997 Acres, Being all of Lots 38 and 39, Baker's Subdivision of the Cucharria 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]
- B.** Consider Ordinance 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]
- C.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Title III: Administration, Chapter 30 Administrative Code; Section 30.018 City Attorney Department. [Omar Ochoa, City Attorney]

10. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2024-02, Phase 1 - Upgrades to Existing Wastewater Treatment Plant Project to JMJ Diaz Corp. DBA JMJ Constructors in the Amount Not to Exceed \$23,664,569.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

11. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Execute Amendment No. 2 to the Interlocal Agreement Between the City of Edinburg and the City of McAllen for Jackson Hike and Bike Phase 2 and Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

- B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Energy under the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program and to Execute all Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]
- C. Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and Melden & Hunt Inc. for Professional Engineering Service for Wastewater System Improvement to Incorporate a Phased Schedule and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- D. Consider Ordinance Amending the Code of Ordinance of the City of Edinburg, Texas at Title V, Public Works, Chapter 53, Water Regulations, Revising the Water Conservation and Drought Contingency Plan. [Gerardo Carmona Jr., P.E., Director of Utilities]
- E. Consider Authorizing the Disposition of Approximately 18 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]
- F. Consider Awarding Bid No. 2024-10, Purchase of One (1) 4x4 Electric Truck to The Sewell Family of Companies from Odessa, Texas Per the Unit Price of \$51,090.00 as Listed. [Jaime Acevedo, Director of Planning & Zoning]

12. OTHER BUSINESS

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

13. EXECUTIVE SESSION

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

- A. Consultation with City Attorney regarding City Ordinances and City Charter. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- 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 of duties, responsibilities, remuneration, and possible action to amend the financial terms and other terms of the City Manager's employment contract. (§552.074 Personnel Matters and §551.071 Consultation with Attorney; Closed Meeting).
- D. Discussion and Possible Action Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- E. 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.)
- F. Consultation with City Attorney regarding Construction Agreements. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

OPEN SESSION

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

14. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on April 12, 2024 at 7:15 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

IDEA Edinburg Eagles Powerlifting Team

1. Agenda Item:

Presentation of Proclamation Recognizing IDEA Edinburg Eagles Powerlifting Team, 2024 Texas High School Powerlifting Association 3A Division State Champions, as Requested by Coach Aida Gonzalez. [Clarice Y. Balderas, City Secretary]

2. Description:

The IDEA Edinburg Eagles competed at four invitational meets, where they placed 3rd, 2nd, and 1st. The powerlifting team spent countless hours in the weight room preparing for a successful 2023-2024 season.

With their strong performances at local meets, the Eagles had all seven lifters qualify for the THSPA Region 5 Div 3 Regional Championships, where they had five lifters qualify to state. The competition was strong and the boys gave it their all with their focus and grit. The IDEA Edinburg Eagles came out on top, winning the 2024 Texas High School Powerlifting Association State Championship in the 3A Division.

The Edinburg City Council would like to recognize the IDEA Edinburg Eagles Powerlifting Team, the 2024 Texas High School Powerlifting Association State Championship winners, for their hard work and dedication.

3. Staff's Recommendation:

Present Proclamation Recognizing the IDEA Edinburg Eagles Powerlifting Team as the 2024 Texas High School Powerlifting Association State Championship in the 3A Division.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: IDEA Edinburg Powerlifting Team

PROCLAMATION



IDEA EDINBURG EAGLES POWERLIFTING TEAM

WHEREAS, the IDEA Edinburg Eagles Powerlifting Team attended the 2024 Texas High School Powerlifting Association State Championship on March 22, 2024 in Abilene, Texas; and,

WHEREAS, the IDEA Edinburg Eagles Powerlifting Team spent countless hours in the weight room preparing for a successful 2023-2024 season; and,

WHEREAS, the Eagles competed at 4 invitational meets and with their strong performances at local meets, the IDEA Eagles had all seven powerlifters qualify to the THSPA Region 5 Division 3 Regional Championships in Kingsville, Texas where they finished in 3rd place, and had five lifters qualify to State; and,

WHEREAS, with only two weeks to prepare for the most prestigious event in Texas High School Powerlifting, the Eagles showed their true commitment to the sport, by spending their Spring Break week practicing for the big event; and,

WHEREAS, going into the THSPA state meet, coaches knew the competition was strong, they strategizing and preparing to face any obstacle that could arise. The IDEA Edinburg Eagles Powerlifting Team knew that every pound lifted would make a big difference; and,

WHEREAS, the boys gave every ounce of energy they had during the squat, bench, and most importantly the deadlift. With their focus and grit, the IDEA Edinburg Eagles came out on top, winning the 2024 Texas High School Powerlifting Association State Championship in the 3A Division, making history on March 22, 2024 in Abilene, Texas; and,

WHEREAS, the IDEA Edinburg Eagles Powerlifting Team is made up of an outstanding group: Fabian Solis, Jose Rincones, Giovanni Pacheco, Joel Villafuerte, Alexis Salinas, Eleazar Reyes, Nelson Quintero, team managers Patrick De Leon. They were coached by a female-trio: Aida Gonzalez, Monika Morales, and Melanie Morales; and

WHEREAS, The City Council of the City of Edinburg is proud to recognize the achievements of the IDEA Edinburg Eagles Powerlifting Team, for earning first ever boys powerlifting state title, making their school, family, and city proud.

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

IDEA EDINBURG EAGLES POWERLIFTING TEAM

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 16th 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 16, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Telecommunicators Week

1. Agenda Item:

Presentation of Proclamation Recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week. [Jaime Ayala, Chief of Police]

2. Description:

Telecommunicators have dedicated their lives to public safety. The second week of April is set aside to recognize and celebrate their dedication and hard work. On June 2019, Governor Greg Abbott signed House Bill 1090, which states that Telecommunicators are classified as first responders. These professionals are the unseen first responders who continually serve our community and help save lives every day. Telecommunications, also known as 9-1-1 Operators, Dispatchers, or Communication Operators, have to think and respond quickly to crisis situations and often lend a supporting voice to reassure confused, frightened, or upset callers. During the unprecedented challenges of the coronavirus pandemic, Telecommunicator professionals have remained unwavering in their dedication to providing essential services to the citizens of Edinburg.

The Edinburg City Council would like to recognize the importance of Telecommunicators, and thank them for their service.

3. Staff's Recommendation:

Presentation of Proclamation Recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

A. Proclamation: Telecommunicator's Week 2024

PROCLAMATION



NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK APRIL 14-20, 2024

WHEREAS, in June 2019, Governor Greg Abbott signed House Bill 1090, classifying Telecommunicators (9-1-1 Operators, Dispatchers, or Communication Operators) as first responders; and,

WHEREAS, these professionals are the unseen first responders who have to think and respond quickly to crisis situations, and lend a supporting voice to reassure confused, frightened, or upset callers. Telecommunicators serve our community and help save lives every day; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. They relay accurate information to field officers, and paramedics to assist with the protection of life and preservation of property; and,

WHEREAS, the safety of the citizens, police officers, firefighters and paramedics is dependent upon the quality and accuracy of the information obtained from citizens who telephone the Edinburg emergency communications center; and,

WHEREAS, Public Safety Telecommunicators must use their training and education to make emergency decisions to address the needs of callers according to their specific requests. Telecommunicators must remain calm and professional while handling emergency calls and crisis situations; and,

WHEREAS, the Public Safety Telecommunicators at the Edinburg Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Telecommunicators monitor multiple radio frequencies and simultaneously they maintain local, state, and national database with information on wanted individuals; and,

WHEREAS, each dispatcher has exhibited compassion, understanding, professionalism and remain unwavering in their dedication to providing essential services to the citizens of Edinburg.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize April 14-20, 2024 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in honor of the men and women whose diligence and professionalism keep the City of Edinburg and the citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 16th day of 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 16, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.C.

The City of Edinburg Cool City Celebration

1. Agenda Item:

Presentation of Proclamation Recognizing the Cool City Celebration in the City of Edinburg to be held on April 27, 2024. [Vincent A. Romero, Director of Public Works]

2. Description:

The City of Edinburg Cool City Celebration is a time for the community to engage with city departments while celebrating Earth Day, Arbor Day, and National Community Development Week. There will be food, fun and community engagement with the city departments. There will be a bike rodeo and bike giveaway for the kids, equipment display and demonstrations.

The Edinburg City Council would like to recognize the City of Edinburg Cool City celebration and invite the public to enjoy the festivities.

3. Staff's Recommendation:

Present proclamation Recognizing April 27, 2024 as the City of Edinburg Cool City Celebration.

Reviewed by:

Tomas Reyna, Assistant City Manager

Final Approval - 4/11/2024

Prepared by:

Vincent Romero, Director of Public Works

Attachments:

A. Proclamation: Cool Cities Celebration

PROCLAMATION



CITY OF EDINBURG COOL CITY CELEBRATION APRIL 27, 2024

WHEREAS, the City of Edinburg Cool City Celebration is a time for everyone to celebrate Earth Day, Arbor Day, National Community Development Week to promote the environment, health, wellness and community developments; and,

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and,

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that Arbor Day be celebrated for the planting of trees with the city's commitment to maintain a healthy urban forest, promote tree planting to increase shading, absorb CO₂, decrease the associated costs of unabated storm-water, lower heating & cooling costs and provide habitat for urban wildlife; and,

WHEREAS, the week of April 1-5, 2024 has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) Program. The CDBG Program is a successful program that provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and expanding economic opportunities to low and moderate income people; and,

WHEREAS, the Cool City Celebration will focus on community engagement, healthy modes of transportation and promote active lifestyles in an outdoor environment.

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

CITY OF EDINBURG COOL CITY CELEBERATION



and encourage all residents to celebrate Arbor Day by planting and caring for trees, and supporting efforts to protect our trees; reflecting the City of Edinburg's commitment to forestry and building partnerships to promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 16th day of 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 16, 2024

RESOLUTION

Agenda Item No: 6.A.

Proclamation: Late Fire Chief Shawn Michael Snider

1. Agenda Item:

Consider Resolution Formally Retiring Call Sign Eagle 1 900 in Honor of the Late Fire Chief Shawn Michael Snider. [Omar Garza, Fire Chief]

2. Description:

The late Fire Chief Shawn Michael Snider started his employment in 1991 with the City of Edinburg Fire Department and served with honor and distinction, dedicating 32 years to protecting and serving the community. Chief Shawn Michael Snider served the City of Edinburg Fire Department as Fire Chief for 25 years and exemplified the highest standards of professionalism, courage and dedication, earning the respect and admiration of colleagues and community members alike. Leaving behind a legacy of service that will forever be remembered and cherished by all who knew him.

The Edinburg City Council would like to express their appreciation to the late Shawn Michael Snider and his family for his loyalty and dedication to the City of Edinburg.

3. Staff's Recommendation:

Approve Resolution Formally Retiring Call Sign Eagle 1 900 in Honor of the Late Fire Chief Shawn Michael Snider.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Resolution: Retiring Eagle 1 900

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG FORMALLY
RETIRING CALL SIGN EAGLE 1 900 IN HONOR OF LATE FIRE CHIEF SHAWN MICHAEL
SNIDER**

WHEREAS, in 1991 Shawn Michael Snider was hired by the Edinburg Fire Department; and,

WHEREAS, Shawn Michael Snider demonstrated unwavering commitment to the safety and well-being of others, a true leader who inspired his team to be the best they could be, leaving a lasting impact on the department and the community; and,

WHEREAS, in 1999 Shawn Michael Snider was appointed as Fire Chief for the City of Edinburg Fire Department and served as Fire Chief for 25 years under call sign Eagle 1 900; and,

WHEREAS, Chief Snider exemplified the highest standards of professionalism, courage and dedication, earning the respect and admiration of colleagues and community members alike not just as a professional but as a person in general; and,

WHEREAS, Eagle 1 900 answered his last alarm on May 1, 2023 at the age of 58; and,

WHEREAS, Fire Chief Shawn Michael Snider has passed away, leaving behind a legacy of service that will be forever remembered and cherished by all who knew him, having served the Edinburg Fire Department for 32 years protecting and serving the community.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Edinburg, do hereby honor the memory of the late Fire Chief Shawn Michael Snider and formally retire his call sign Eagle 1 900, as a symbol of respect and gratitude for his dedicated service.

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 16th 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 16, 2024

PRESENTATIONS AND REPORTS

Agenda Item No: 8.A.

U.S. Border Patrol Presentation

1. **Agenda Item:**

Presentation by U.S. Border Patrol Awarding the Edinburg Police Department with Forfeiture Funds. [Jaime Ayala, Chief of Police]

2. **Description:**

The Equitable Sharing Program, in which the Edinburg Police Department actively participates, is designed to foster collaboration among federal, state, local, and tribal law enforcement agencies. It does so by providing additional resources to those agencies that assist in investigations into violations of federal laws. State and local prosecutorial agencies may receive equitable sharing for their assistance in federal forfeiture cases, based on their level of contribution to the overall law enforcement effort. The allocation of percentages to a law enforcement agency must be proportional to the agency's direct involvement in the law enforcement effort that led to the federal forfeiture. Typically, the decision maker determines these percentages by comparing the number of work hours expended by each participating agency, including federal, state, local, and tribal contributions.

Equitable shared funds must be distributed fairly and used to directly enhance or support the resources of the receiving agency. It's crucial to understand that agencies should not include anticipated equitable sharing receipts in their budget planning. Moreover, agencies are not allowed to allocate shared funds for specific expenditures in advance. However, once received, agencies are permitted to utilize these funds for any permissible agency expenses, including those for both sworn and non-sworn law enforcement personnel who are eligible to access these funds. Permissible uses could be found in the most recent Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, dated March 2024.

The Edinburg Police Department received a report from Border Patrol on April 5, 2023, regarding a vehicle heading southbound on Interstate 69C. The vehicle was suspected of transporting an unspecified amount of U.S. currency. A K9 officer from the Edinburg Police conducted a traffic stop and, with the driver's consent, conducted a search of the vehicle. During the search, the officer found multiple black wrapped bundles, which the driver acknowledged contained U.S. currency. The driver was detained and escorted to the Edinburg Police Department, where investigators conducted a custodial interview. Concurrently, additional Edinburg Police Officers and Border Patrol Agents, facilitated the transportation of the U.S. currency to the bank for inventory.

The final count of the U.S. currency seized was \$711,240.00. The U.S. Border Patrol will present the Edinburg Police Department with the allocation of \$503,024.49 for its participation in the operation. The allocated funds are for the purpose of enhancing public safety.

3. **Staff's Recommendation:**

Presentation by U.S. Border Patrol Awarding the Edinburg Police Department with Forfeiture Funds.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Iris Alvarado, Management
Services Administrator

Attachments:
None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

PRESENTATIONS AND REPORTS

Agenda Item No: 8.B.

Water Conservation and Drought Contingency

1. Agenda Item:

Presentation on the City's Water Conservation and Drought Contingency Plan. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

City Staff will present on the City's Water Conservation and Drought Contingency Plan.

3. Staff's Recommendation:

Present on the City's Water Conservation and Drought Contingency Plan.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Gerardo Carmona, Director
of Utilities

Attachments:

A. Attachment A: Water Conservation and Drought Contingency Plan Presentation



Water Conservation and Drought Contingency Plan

By:

Gerardo Carmona Jr., P.E.
Director of Utilities

April 16, 2024



Water Conservation & Drought Contingency Plan

- **What is the plan?** It is the city's strategy or combination of strategies to ensure water use efficiency, and monitor or respond to water shortages or droughts.
- **What is the purpose?** To conserve water.
- **Is the plan is required?** The plan is required by the Texas Water Development Board (TWDB) and Texas Commission on Environmental Quality (TCEQ).
- **How often is the plan updated?** The plan is required by TWDB and TCEQ to be updated every 5 years.
- **How many conservation stages are in the plan?** There are 5 stages.



Water Conservation & Drought Contingency Plan Response Stages

- **Stage 1 – Voluntary Conservation**
- **Stage 2 – Mandatory Compliance – Water Alert**
- **Stage 3 – Mandatory Compliance - Water Warning**
- **Stage 4 – Mandatory Compliance – Water Shortage**
- **Stage 5 – Mandatory Compliance – Water Shortage Emergency**

Water Conservation & Drought Contingency Plan

Demand Triggers and Action

Stage 1 - Voluntary Conservation

Water restrictions shall be in effect at all times unless the following:

Demand Triggers	Action
Water demand reaches or exceeds 85% of delivery capacity for (3) consecutive days.	Water Alert – May enact Stage 2 water restriction.
Water demand reaches or exceeds 90% of delivery capacity for (3) consecutive days.	Water Warning – May enact Stage 3 water restrictions.
Water demand reaches or exceeds 95% of delivery capacity for three (3) consecutive days.	Water Shortage – May enact Stage 4 water restrictions.
Water demand reaches or exceeds 100% of delivery capacity at any time.	Water Shortage Emergency – May enact Stage 5 water restrictions.

Water Conservation & Drought Contingency Plan

Supply Triggers and Action

Stage 1 - Voluntary Conservation

Water restrictions shall be in effect at all times unless the following:

Supply Triggers	Action
Combined Regional Reservoir levels of Amistad/Falcon reach 23% of capacity.	May enact Stage 2 water restriction.
Combined Regional Reservoir levels of Amistad/Falcon reach 18% of capacity.	May enact Stage 3 water restrictions.
Combined Regional Reservoir levels of Amistad/Falcon reach 13% of capacity.	May enact Stage 4 water restrictions.
Combined Regional Reservoir levels of Amistad/Falcon reach 10% of capacity.	May enact Stage 5 water restrictions.

Water Conservation & Drought Contingency Plan

Emergency Triggers and Action

Stage 1 - Voluntary Conservation

Water restrictions shall be in effect at all times unless the following:

Emergency Triggers	Action
As determined by City Manager, or his/her designee, including but not limited to system outage, equipment failure, or supply source contamination.	Reduce water use to levels deemed necessary.



Water Conservation & Drought Contingency Plan

QUESTIONS?



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

ORDINANCES

Agenda Item No: 9.A.

Baker's Subdivision

1. Agenda Item:

Consider Ordinance 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.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter. The Texas Local Government Code requires a governing body to take action after the 5th day or before the 30th day after a petition is filed for Voluntary Annexation.

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. The Petition for Voluntary Annexation was approved at the City Council meeting on April 02, 2024. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the April 16, 2024 regular meeting.

3. Staff's Recommendation:

Staff recommends approval of the ordinance for the Voluntary Annexation 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:

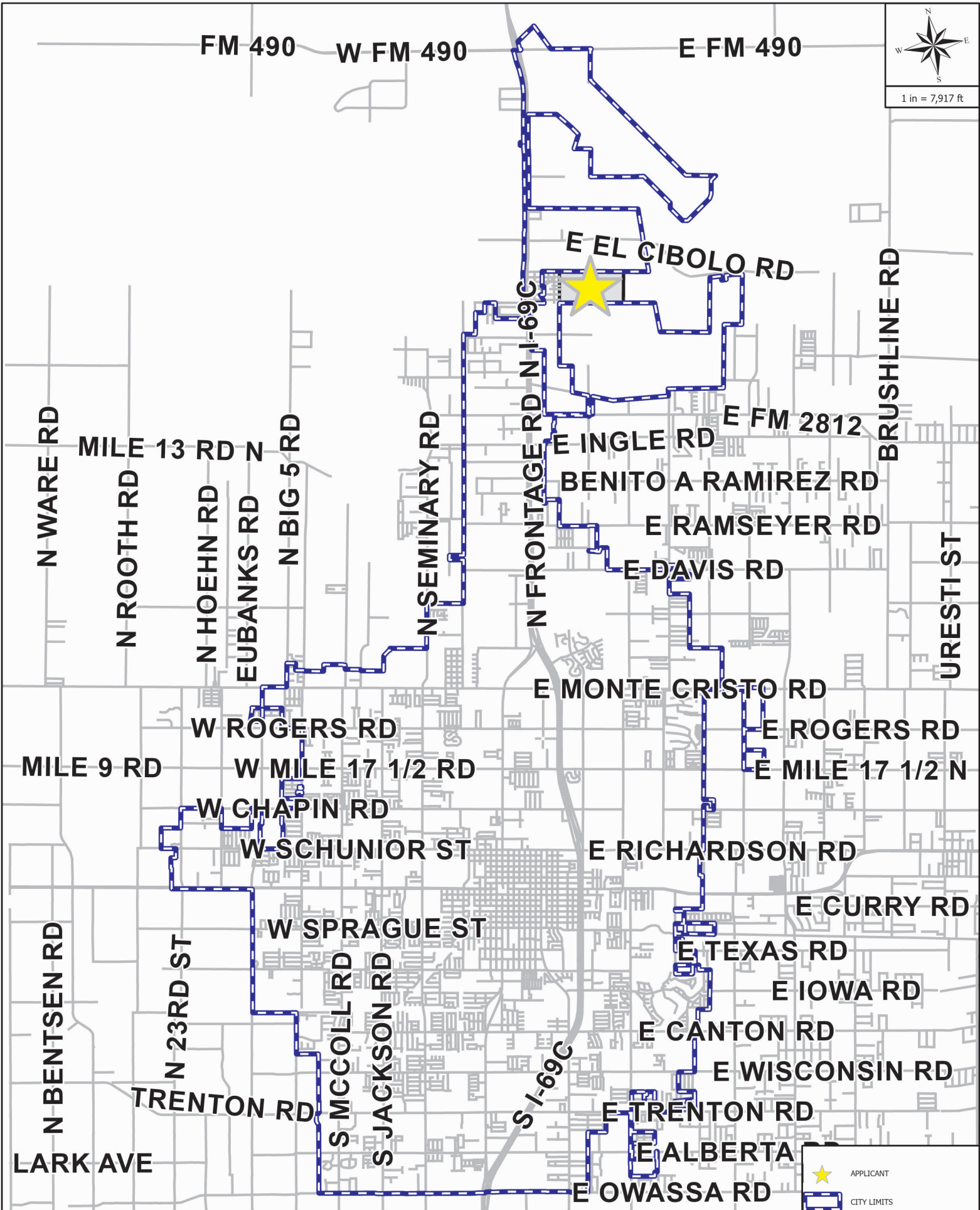
Jesus Saenz, Assistant City Manager

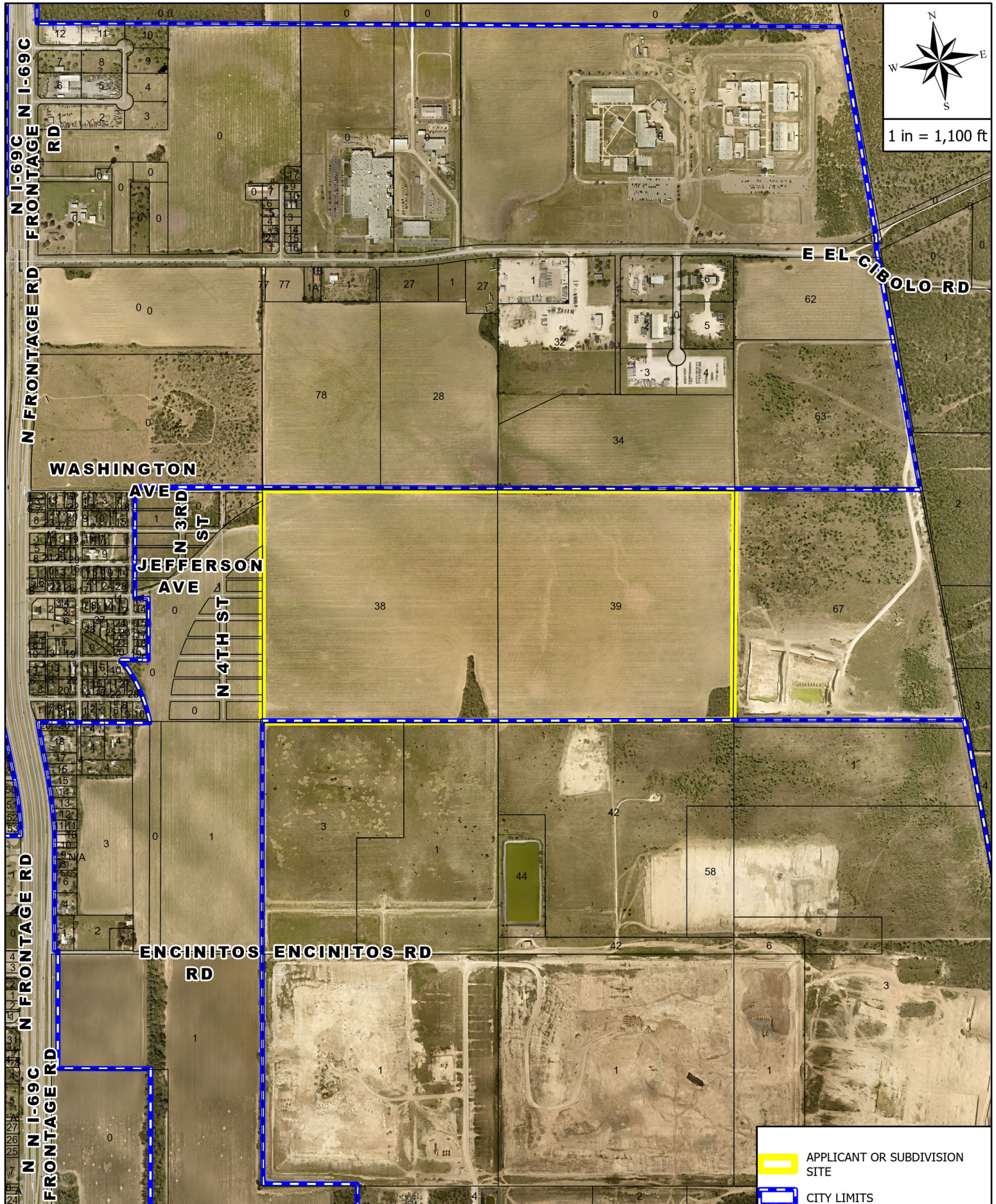
Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance
- C. Ordinance Exhibits A&B

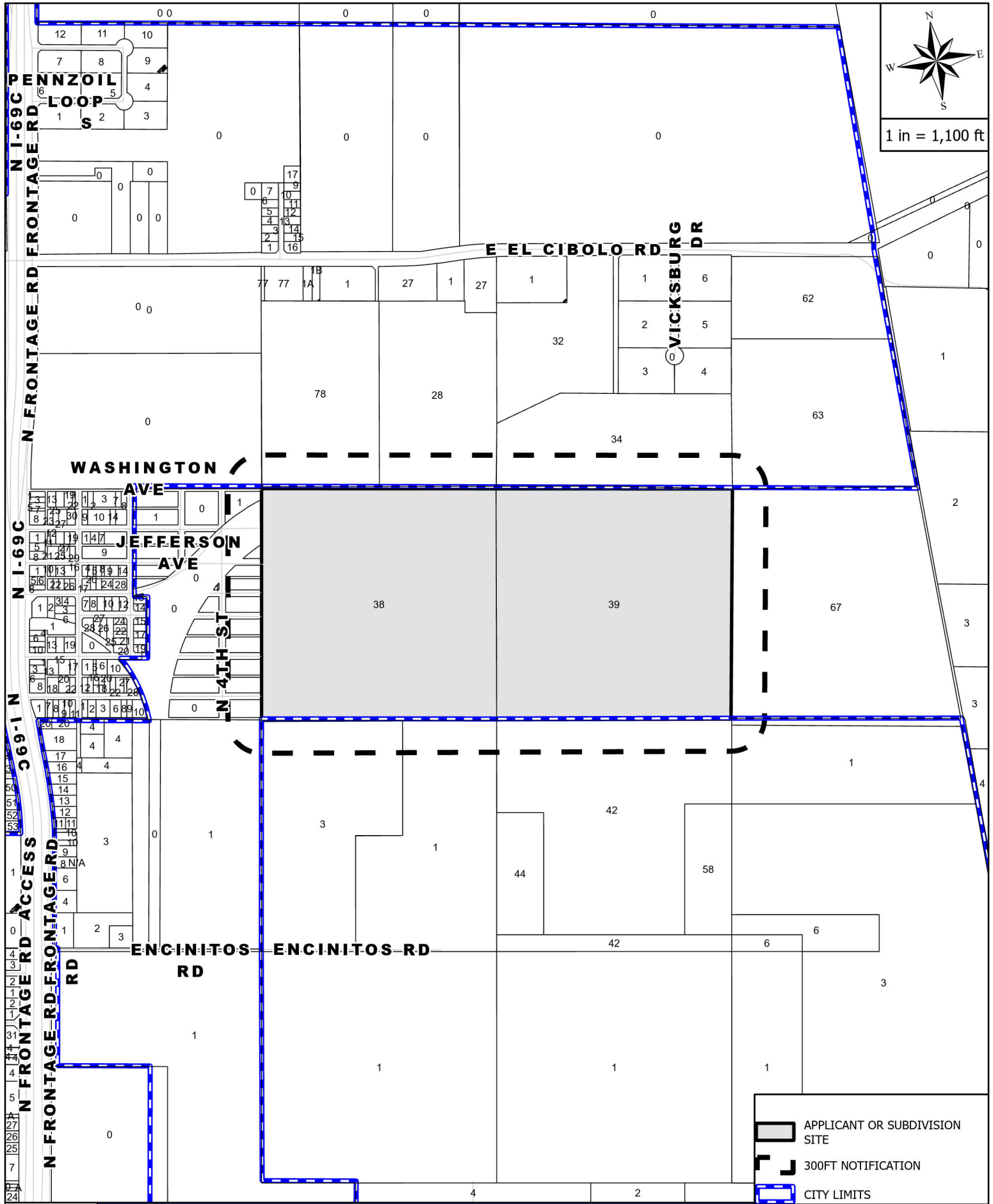




AERIAL MAP

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



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 Cucharria 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

November 21, 2019

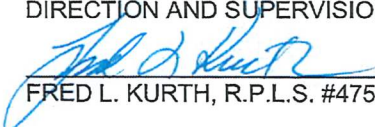
**METES AND BOUNDS DESCRIPTION
199.997 ACRES BEING ALL OF
LOTS 38 AND 39,
BAKER'S SUBDIVISION OF
THE CUCHARIA TRACT,
HIDALGO COUNTY, TEXAS**

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

4-21-19
DATE:



**SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 16, 2024	Submitted petition for annexation	
April 02, 2024	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 <u>March 22, 2024</u> , for publication <u>March 27, 2024</u> 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	

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 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, 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 April 2, 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 a 199.997 acres, being all of Lots 38 and 39, Baker's Subdivision of the Cucharria 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, 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 special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of 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

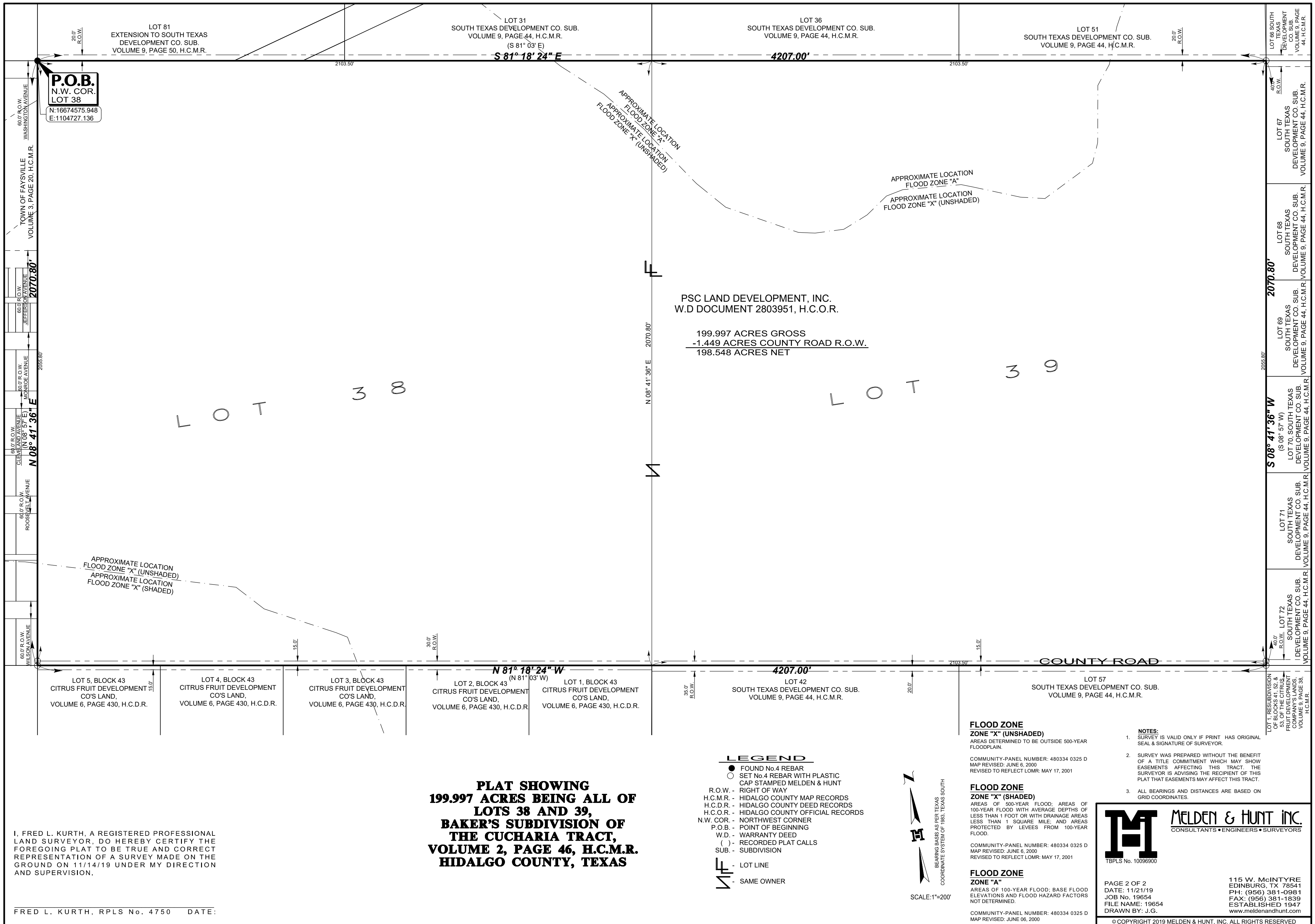


Exhibit B

November 21, 2019

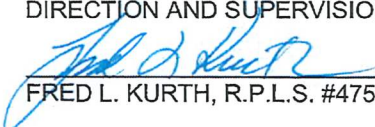
METES AND BOUNDS DESCRIPTION 199.997 ACRES BEING ALL OF LOTS 38 AND 39, BAKER'S SUBDIVISION OF THE CUCHARIA TRACT, HIDALGO COUNTY, TEXAS

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:

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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

4-21-19
DATE:





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

ORDINANCES

Agenda Item No: 9.B.

San Salvador del Tule Grant

1. Agenda Item:

Consider Ordinance 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 of 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.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter. The Texas Local Government Code requires a governing body to take action after the 5th day or before the 30th day after a petition is filed for Voluntary Annexation.

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. The Petition for Voluntary Annexation was approved at the City Council meeting on April 02, 2024. Based on the preceding provisions, the City Council may act to adopt an ordinance annexing the property at the April 16, 2024 regular meeting.

3. Staff's Recommendation:

Staff recommends approval of the ordinance for the Voluntary Annexation 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:

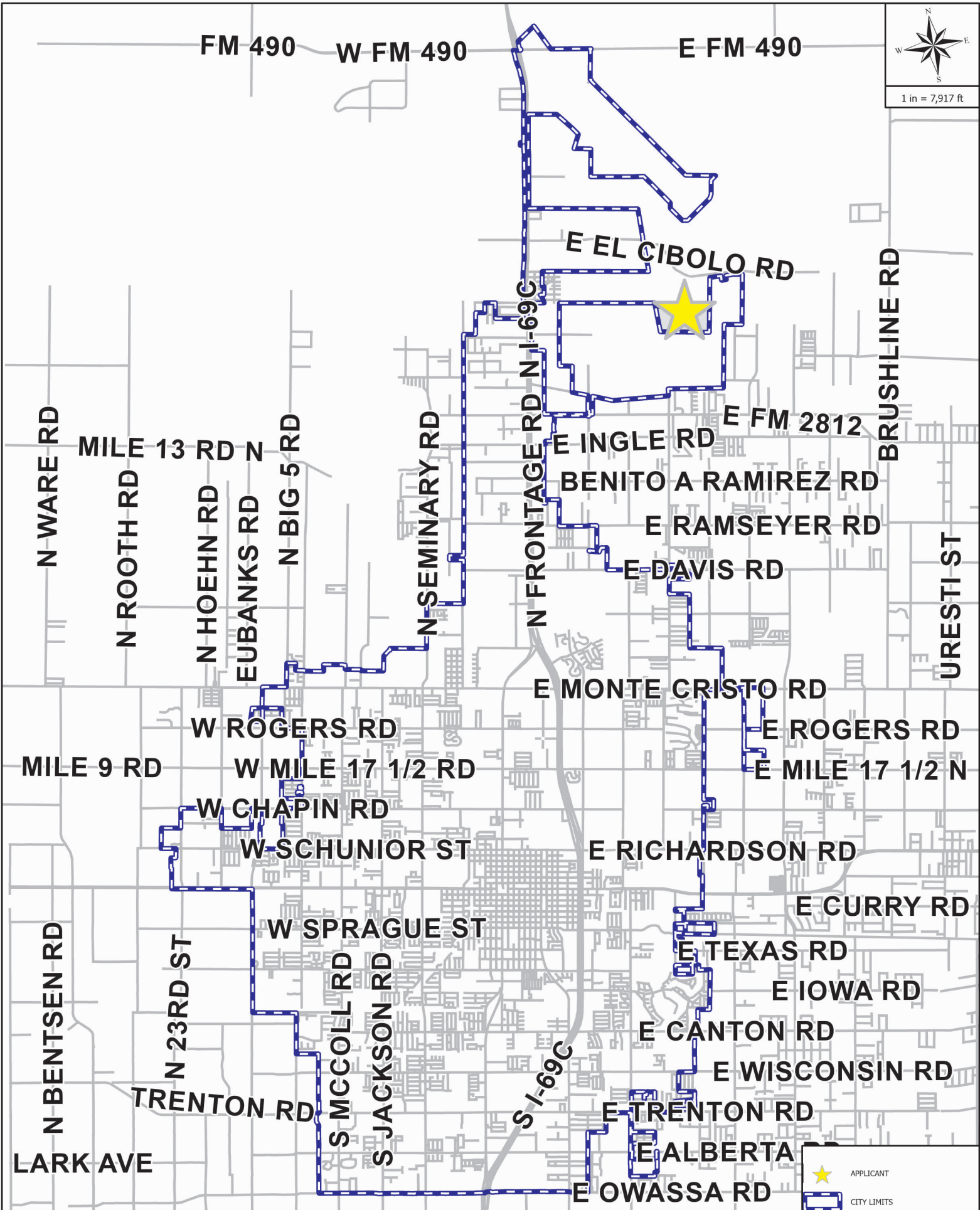
Jesus Saenz, Assistant City Manager

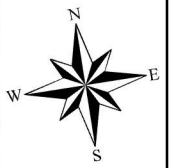
Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

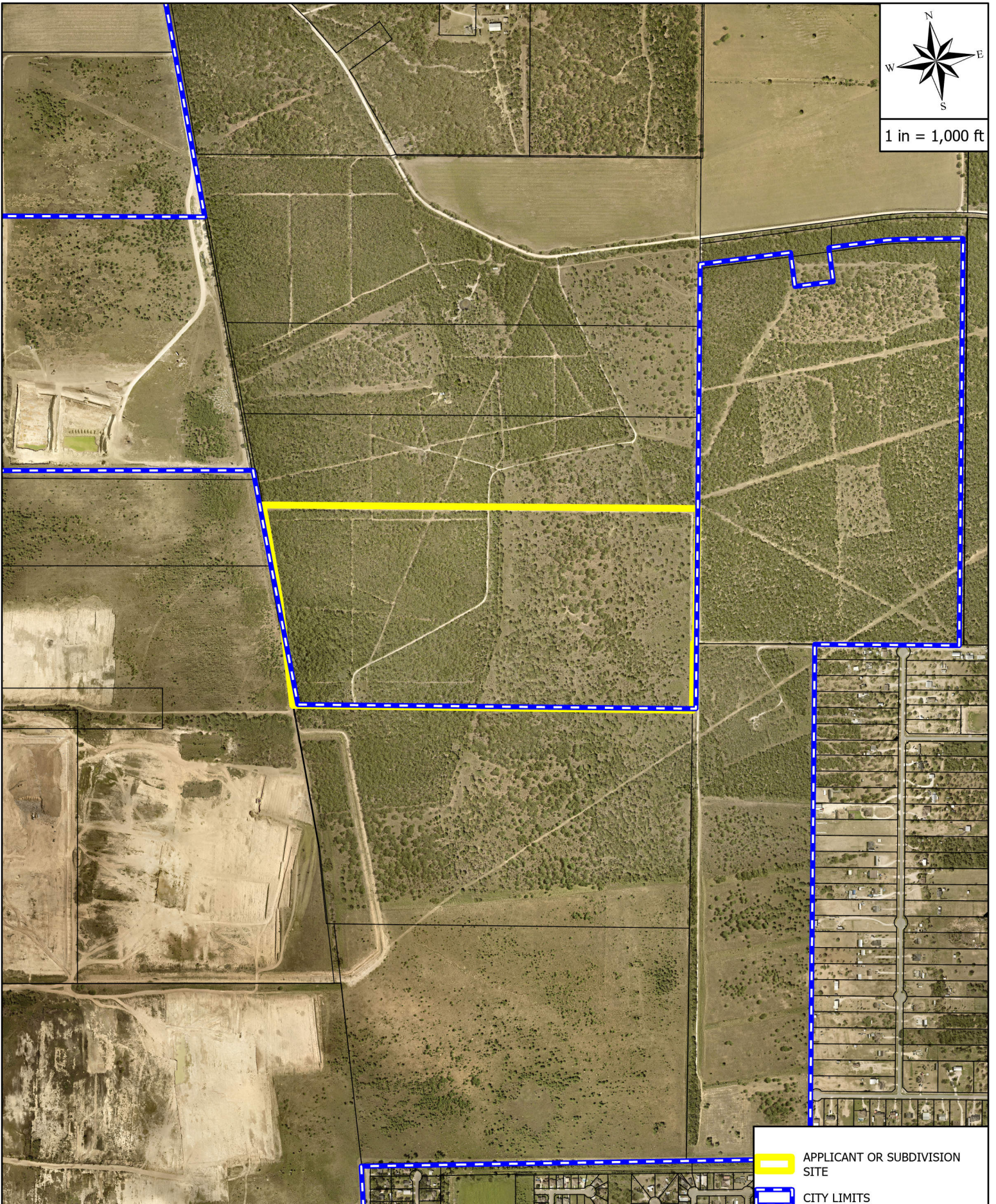
Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance
- C. Ordinance Exhibits A&B





1 in = 1,000 ft



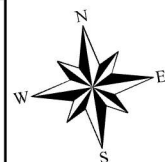
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



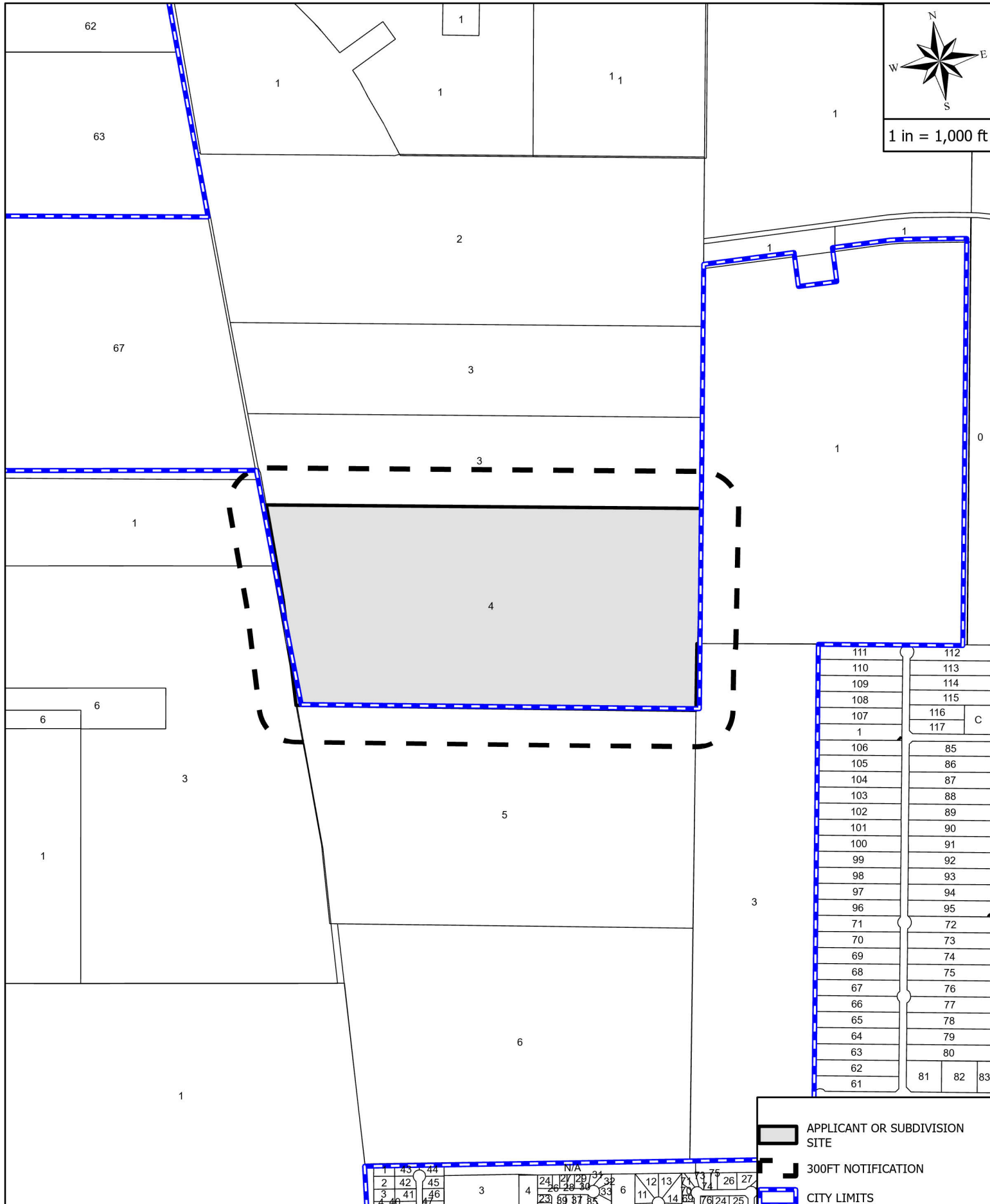
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

125.17AC CITY OF EDINBURG



1 in = 1,000 ft



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



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.

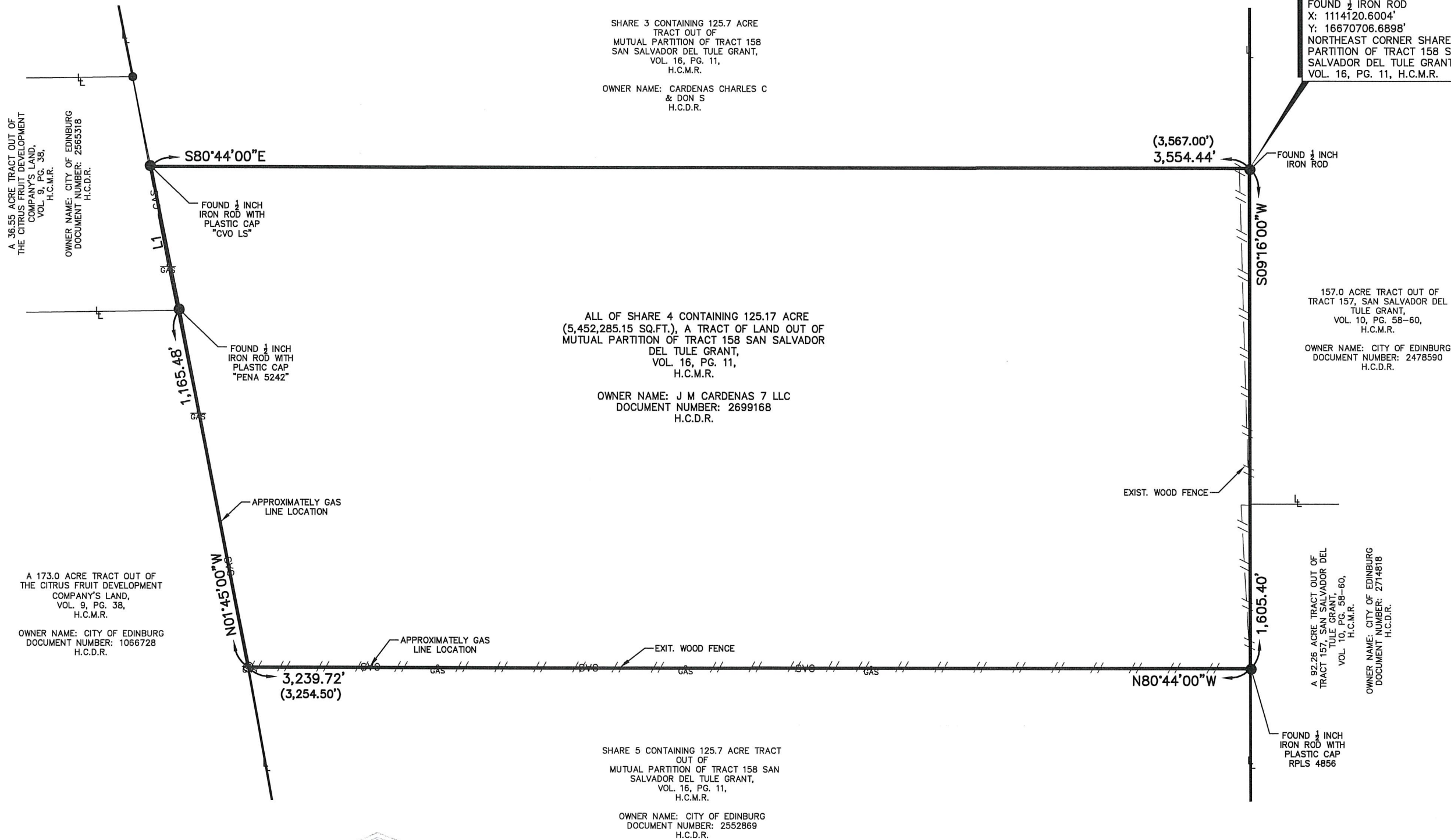
Further affiant sayeth not.

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

Notary Public in and for the State of Texas



SCALE: 1"=360'



LEGEND	
●	- FND. 1/2" IRON ROD
○	- SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
○	- FND. IRON PIPE
GAS	- UNDER GROUND GAS
---	- CEDAR FENCE LINE
L	- LOT LINE
H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	- RIGHT OF WAY
FND.	- FOUND
()	- RECORDED

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



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

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.


SAMUEL DAVID MALDONADO DATE 12/22/2020
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

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

SHEET 1 OF 3: SURVEY PLAT

SAM Engineering and Surveying



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 Surveying



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.

 12/22/2010
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	Submitted petition for annexation	
April 02, 2024	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 <u>March 22, 2024</u> , for publication <u>March 27, 2024</u> 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	

AN ORDINANCE 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, 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 April 2, 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 a 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, 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 special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 16th day of April, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

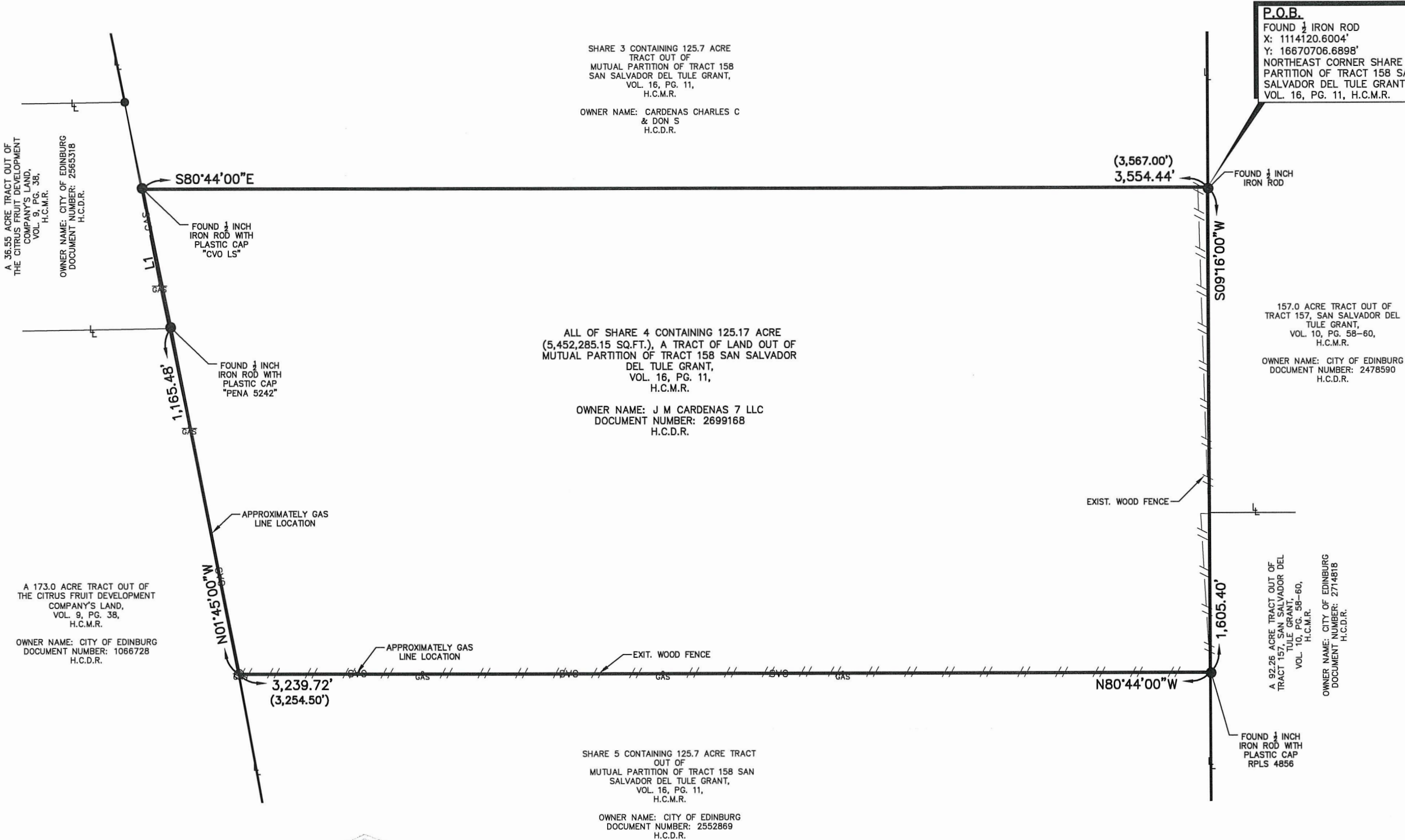
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Exhibit A



SCALE: 1"=360'



LEGEND	
●	- FND. 1/2" IRON ROD
○	- SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
○	- FND. IRON PIPE
gas	- UNDER GROUND GAS
---	- CEDAR FENCE LINE
L	- LOT LINE
H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	- RIGHT OF WAY
FND.	- FOUND
()	- RECORDED

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.

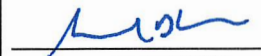
PLAT SHOWING

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.



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

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.


DATE 12/22/2020
SAMUEL DAVID MALDONADO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

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



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

SAM Engineering and Surveying



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.**

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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;

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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 Surveying



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.

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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.

 12/22/2010

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





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

ORDINANCES

Agenda Item No: 9.C.

Title III: Administration, Chapter 30

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Title III: Administration, Chapter 30 Administrative Code; Section 30.018 City Attorney Department.
[Omar Ochoa, City Attorney]

2. Description:

City Charter Article VI Section 1 requires that the City Attorney be appointed by the City Council. City Code of Ordinances Section 30.018 established the "City Attorney Department" and provides that such Department be headed by the City Attorney.

Historically, the City Council has appointed City Attorneys as contract professionals who maintain a practice of law outside of their City Attorney duties. In contrast, other City Council appointees (City Manager, City Secretary, and Municipal Court Clerk) are full-time City employees whose employment outside of the City is limited and subject to City policy. Given the City's growth and current size, the City would benefit to transition to a full-time City Attorney.

This proposed ordinance change does not affect Charter requirements that the City Council appoints and removes the City Attorney. It only requires that whoever is appointed City Attorney must serve full time and be subject to the City's employment policies. As drafted, the ordinance would take effect 60 days after passage, unless otherwise altered by the City Council.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Title III: Administration, Chapter 30 Administrative Code; Section 30.018 City Attorney Department.

Reviewed by:

Prepared by:

Omar Ochoa, City Attorney

Attachments:

A. In House City Attorney 4-16-247

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE III: ADMINISTRATION, CHAPTER 30 ADMINISTRATIVE CODE; SECTION 30.018 CITY ATTORNEY DEPARTMENT; PROVIDING FOR 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 RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, City Charter Article VI Section 1 requires that the City Attorney be appointed by the City Council, provides for certain qualifications, and provides for duties and responsibilities of the City Attorney; and

WHEREAS, City Code of Ordinances Section 30.018 established the “City Attorney Department” and provides that such Department be headed by the City Attorney; and

WHEREAS, the City Council recognizes that the City Attorney and the Department are tasked with work that is vital to the operation of the City, including providing legal advice to all City departments, attending a variety of City meetings including all City Council meetings, to prepare and review contracts and other legal documents, to prosecute cases in Municipal Court, and to prosecute or defend suits or cases to which the city may be a party; and

WHEREAS, the City Council recognizes that the City Attorney must devote a great deal of time during and outside of normal office hours to City business and that City departments benefit from having a City Attorney who is readily available to provide legal services; and

WHEREAS, the City Charter of the City of Edinburg empowers the City Council to appoint four positions: the City Manager, the City Secretary, the Municipal Court Clerk, and the City Attorney; and

WHEREAS, the City of Edinburg has historically appointed City Attorneys as contract professionals who maintain a practice of law outside of their City Attorney duties while the other City Council appointees are full-time City employees whose employment outside of the City is limited and subject to City policy; and

WHEREAS, the City of Edinburg has experienced and continues to experience tremendous growth in population and economic activity resulting in exponential growth in the amount of City services required to maintain and nurture continued growth; and

WHEREAS, the City Council believes the City has reached a point where it is in the best interests of the City to require that the City Attorney be a full-time employee of the City and maintain a full-time schedule.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title III Administration, Chapter 30 Administrative Code, Section 30.018 is amended to be titled “Legal Department” and to be read in its entirety as follows:

Sec. 30.018 – Legal Department

The Legal Department shall be headed by the City Attorney. The City Attorney shall be a full-time City employee subject to the same employment policies, benefits, and working conditions as other city administrative employees. The City Attorney shall report to the City Manager.

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

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

SECTION VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect 60 days after its passage, unless otherwise altered by a majority vote of the City Council.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

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

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on April 16, 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 16, 2024

AWARDING OF BIDS

Agenda Item No: 10.A.

Award RFB No. 2024-02, Phase 1 - Upgrades to Existing Wastewater Treatment Plant

1. Agenda Item:

Consider Awarding Bid No. 2024-02, Phase 1 - Upgrades to Existing Wastewater Treatment Plant Project to JMJ Diaz Corp. DBA JMJ Constructors in the Amount Not to Exceed \$23,664,569.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

On November 17, 2022, the Texas Water Development Board (TWDB) approved the City's Financial Assistance Application for expanding the Waste Water Treatment Plant. By March 16, 2023, TWDB had approved the funding loan for the construction of the Waste Water Treatment Plant Expansion. Subsequently, we submitted a permit amendment to the Texas Commission of Environmental Quality for additional discharge from the plant expansion, which received approval on October 13, 2023. The expansion project aims to rectify deficiencies in the plant and increase the existing Wastewater Plant capacity from 12.3 MGD to 13.5 MGD.

On November 16, 2023, TWDB approved the city's request to advertise the project for bidding. On February 1, 2024, the project received two (2) bids, and after thorough review, it was determined that both bids met all specified requirements. On February 12, 2024, bids and DBE documentation were submitted to TWDB for review and approval to award the bid to JMJ Diaz Corp. DBA JMJ Constructors, the lowest qualified bidder. On March 21, 2024, the City received approval from TWDB to award Bid No. 2024-02 to the lowest qualified bidder, JMJ Diaz Corp. DBA JMJ Constructors, for an amount not to exceed \$23,664,569.00.

The City of Edinburg has previously engaged with JMJ Contractors Corp DBA JMJ Constructors and has confirmed no outstanding debts to the city. The project is estimated to be completed in 690 calendar days from the issuance of the notice to proceed.

The following is a list of contractors who responded to the bid:
JMJ Contractors Corp DBA JMJ Constructors - \$23,664,569.00
R.P. Constructors, Inc. - \$24,715,518

Funding is available from the Texas Water Development Board - CWSRF Project No. 73931.

3. Staff's Recommendation:

Approve Awarding Bid No. 2024-02, Phase 1 - Upgrades to Existing Wastewater Treatment Plant Project to JMJ Diaz Corp. DBA JMJ Constructors in the Amount Not-to-Exceed \$23,664,569.00, and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Gerardo Carmona, Director of Utilities

Prepared by:
Vanessa Velasquez,

Attachments:

- A. Attachment A: Engineer Recommendation Letter
- B. Attachment B: Bid Tabulation
- C. Attachment C: Request for Bids
- D. Attachment D: JMJ Diaz Corp. DBA JMJ Constructors Bids
- E. Attachment E: R.P. Constructors Bids
- F. Attachment F: JMJ Waster Water Treatment Plant Agreement



TBPELS Firm # F-1435
TBPELS # 10096900

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

Wednesday, February 7, 2024

Mayor Garza and
City Council Members
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: City of Edinburg
Phase – 1 Upgrades to Existing Wastewater Treatment Plant
BID NO. 2024-02

Dear Mayor Garza:

We received bids on the above referenced project on February 1, 2024. We recommend awarding the project to JMJ Constructors of Alton, Texas for their low bid in the amount of \$23,664,569.00.

Attached is a copy of the bid tabulation for your information.

Respectfully Submitted,

Allan F. Booe, P.E.
Vice-President

Attachment – Bid Tabulation

cc: Myra L. Ayala
Tom Reyna
Gerardo Carmona Jr., P.E.
Arturo Martinez

BID TABULATION
PHASE – 1 UPGRADES TO EXISTING WASTEWATER TREATMENT PLANT
BID NO. 2024-02

ITEMS	JMJ Constructors	R. P. Constructors, Inc.
LUMP SUM BID ITEM #1 Bidder agrees to furnish and deliver to the Owner all the necessary materials, equipment, and supplies, including installation of all materials, equipment, supplies, all other labor, excavating, filling, insurance, general, administrative and all other miscellaneous costs, overhead and profit to complete the construction of the Expansion and Upgrade Improvements to the Edinburg Wastewater Treatment Plant as shown on the plans and specifications. Do not include the asphalt paving, concrete paving, sidewalks, fencing, or trench safety in this lump sum item. Asphalt paving, concrete paving, sidewalks, fencing, and trench safety will be bid in the Unit Price Bid Items.	\$19,579,312	\$20,000,000
LUMP SUM BID ITEM #2 Miscellaneous Work - Replace four (4) brush aerators at oxidation ditch plant - Repair concrete cracks on the two final clarifiers for the diffused air plant.	\$447,548	\$450,000
LUMP SUM BID ITEM #3 Under this item an allowance is included for the demolition and site restoration work that is required as part of this contract. All demolished material shall be properly disposed of onsite in an area designated by the Owner/Engineer. Said work to be accomplished under this line item will be paid on a time and materials basis with a 15% mark-up.	\$250,000	\$250,000
LUMP SUM BID ITEM #4 Allowance for miscellaneous improvements made on the project. Payment and reconciliation will be based solely on executed change orders.	\$500,000	\$500,000
TOTAL LUMP SUM BID ITEMS (Add Items 1 thru 4)	\$20,776,860	\$21,200,000
UNIT PRICE BID ITEM #1 Construct asphalt paving around the plant facilities. The work includes subgrade, flexible base, and asphalt paving	\$198,791	\$230,568
UNIT PRICE BID ITEM #2 Construct concrete pavement around the solids building, carousel and blowers. The work includes subgrade, forming, reinforcement, etc.	\$115,500	\$129,360
UNIT PRICE BID ITEM #3 Construct plant sidewalks. The work includes subgrade, forming, reinforcement, etc.	\$13,218	\$22,030
UNIT PRICE BID ITEM #4 Construct new security fencing.	\$17,650	\$7,060
UNIT PRICE BID ITEM #5 Trench Safety on all yardpiping work having an excavation depth greater than five feet.	\$18,550	\$26,500
TOTAL UNIT PRICE BID ITEMS (Add Items 1 thru 5)	\$363,709	\$415,518
TOTAL PROJECT BID	\$21,140,569	\$21,615,518
ADDITIVE ALTERNATIVE BID: Add a course bubble diffused air system to replace the disc aerators currently on the Orbal Facility that is being converted to digestion. The additive price includes but is not limited to the removal of the existing aeration equipment, the modification of structures for the new design, the installation of air piping and diffusers, the installation of blowers,	\$2,524,000	\$3,100,000

all electrical, instrumentation, and other components to complete a functional aeration system for the proposed digester.		
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ADVERTISEMENT FOR BID

PHASE-1 UPGRADES TO EXISTING WASTEWATER TREATMENT PLANT BID# 2024-02

SOLICITATION OF BIDS: The City of Edinburg is soliciting bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

RECEIPT OF BIDS: Bids will be received at the City Secretary's Office until **2:00 p.m. Central Time**, on **Thursday, January 25, 2024**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary Office will be the governing time for acceptability of the Bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left-hand corner of the bid envelope with corresponding bid number and title.

Envelopes must be clearly marked: Phase-1 Upgrades to Existing
Wastewater Treatment Plant
BID# 2024-02

OPENING OF BIDS: The Bids will be publicly opened and read aloud at 2:00 p.m. on January 25, 2024 at the Edinburg City Hall Community Room, 1st Floor, at 415 W. University Drive, Edinburg, Texas 78541.

COMPLETION OF WORK: The WORK must be substantially completed within 600 calendar days after the commencement date stated in the Notice to Proceed. The WORK must be totally complete and ready for final payment within 690 calendar days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: This project is to correct deficiencies and expand the existing plant from 12.3 MGD to 13.5 MGD. There will be four primary construction activities related to the implementation of the Phase 1 project. They are 1) the

construction, repair, and upgrade of liquid treatment processing units, 2) the construction, repair, and upgrade of sludge processing units, 3) sitework to improve the plant functionality, and 4) demolition and removal of abandoned facilities. All items of work will include piping, electrical, controls, stairways, walkways, and platforms as necessary to make processing units fully functional. All work will be performed within the confines of the existing WWTP.

SITE OF WORK: The site of the WORK is at the existing Edinburg wastewater treatment plant, located at 1202 North M. Road in Edinburg, Hidalgo County, Texas.

OBTAINING BID DOCUMENTS: The Bid Documents are entitled City of Edinburg, Phase-1 Upgrades to Existing Wastewater Treatment Plant. The Bid Documents may be obtained at the office of Allan F. Booe, P.E., Melden & Hunt, Inc., 115 W. McIntyre, Edinburg, Texas 78541 upon payment of \$375.00 (non-refundable) for each set of Bid Documents (including technical specifications and accompanying full or reduced-scale drawings). The scale of the reduced drawings is about one-half of the original scale. The plans and specifications may also be downloaded at no cost at the following website:

<https://procurement.opengov.com/portal/cityofedinburg>

Note that all official notifications, addenda, and other Bidding Documents will be offered only through the above designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

BID SECURITY: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5 percent of the Total Bid Price payable to the City of Edinburg, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

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.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

PRE-BID CONFERENCE: There will be a mandatory pre-bid conference to discuss the scope of the project and bidding requirements on Wednesday, January 3, 2024 at 2:00 p.m. at the Edinburg City Hall Community Room, 1st Floor. Detailed technical questions may be submitted in writing, but technical questions will be answered, if warranted, by addenda later. Oral statements may not be relied upon and will not be binding or legally effective.

PROJECT FUNDING: Any contract awarded under this Invitation for Bid is expected to be funded in part by a loan from the Texas Water Development Board and a grant from the United States Environmental Protection Agency, U.S. EPA. Neither the State of Texas, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to this Invitation for Bids or any resulting contract This contract is contingent upon release of funds from the Texas Water Development Board.

DISADVANTAGED BUSINESS ENTERPRISE GOALS: The Texas Water Development Board's (TWDB) Clean Water State Revolving Fund program receives federal funds from the U. S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that loan recipients make a "good faith effort" to award a fair share of work to Disadvantaged Business Enterprises (DBE) who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction, supplies, services and equipment.

The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCTION	19.44%	9.17%
EQUIPMENT	16.28%	11.45%
SERVICES	20.41%	13.66%
SUPPLIES	25.34%	8.82%

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672.

DEBARMENT AND SUSPENSION CERTIFICATION: This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that leads to a contract.

WAGE RATE REQUIREMENTS: The Davis-Bacon prevailing wage requirements apply to the construction of this project. Contracts and subcontracts must include provisions of the Davis-Bacon Wage Rate Requirement. Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts. The U.S. Department of Labor (DOL) wage determination is included in the contract documents in Section 00800. For additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract, please consult TWDB Guidance No. DB-0156.

AMERICAN IRON AND STEEL REQUIREMENTS: This project is subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388). All iron and steel products for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

PROJECT ADMINISTRATION: All communications relative to this WORK prior to opening of the bids shall be directed to the CITY OF EDINBURG PURCHASING and copied to the ENGINEER.

City of Edinburg Purchasing
415 W. University Drive
Edinburg, Texas 78541
Telephone: (956) 388-1895
Attention: Ms. Criselda Lozano, Purchasing Manager
clozano@cityofedinburg.com

Copy to: Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, Texas 78541
Telephone: (956) 381-0981
Attention: Allan F. Booe, P.E.
abooe@meldenandhunt.com

OWNER'S RIGHTS RESERVED: The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

END OF SECTION

Document 00020

NOTICE TO BIDDERS

Owner: City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-8211
Fax: (956) 383-7111

Engineer: Melden & Hunt, Inc.
115 W. McIntyre St.
Edinburg, TX 78541
Phone: (956) 381-0981
Fax: (956) 381-1839

1.0 INVITATION

- A. Bidders are invited to submit an offer for performance of a Contract to the City of Edinburg located at the above address, for the following construction Project:

Project: Phase-1 Upgrades to Existing Wastewater Treatment Plant
Located: 1202 North M Road, Edinburg, Hidalgo County, Texas

- B. Work of the Project is to correct deficiencies and expand the existing plant from 12.3 MGD to 13.5 MGD. There will be four primary construction activities related to the implementation of the Phase 1 project. They are 1) the construction, repair, and upgrade of liquid treatment processing units, 2) the construction, repair, and upgrade of sludge processing units, 3) sitework to improve the plant functionality, and 4) demolition and removal of abandoned facilities. All items of work will include piping, electrical, controls, stairways, walkways, and platforms as necessary to make processing units fully functional. All work will be performed within the confines of the existing WWTP.
- C. The Contract Documents are identified as Phase-1 Upgrades to Existing Wastewater Treatment Plant. The Contract Documents include full scale drawings and technical specifications as issued by the City of Edinburg/Allan F. Booe.
- D. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- E. When requested, the successful Bidder shall present satisfactory evidence that Bidder has regularly engaged in furnishing products and performing construction work as proposed, and has the capital, labor, equipment, and material to execute the Work required by Contract Documents.

2.00 BID SUBMISSION

- A. Bids signed by an officer of the company and dated will be received at the City Secretary's Office, at 415 W. University Drive, Edinburg TX 78539 until 2:00 p.m. local time, on Thursday, January 25, 2024.
- B. Bids submitted after the above time will be returned to the Bidder unopened.
- C. Bids shall be submitted in United States Currency and the English language on the Bid Forms and Supplements to Bid Forms provided with this Project Manual.
- D. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.
- E. Bids will be opened and publicly read in the City of Edinburg City Hall Community Room at 415 W. University Drive, Edinburg, TX 78539 on the same date bids are received.

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- F. Bids will be irrevocable for 90 days from the bid date. Bidder may withdraw after 90 days without penalty if no mutual agreement can be reached.

3.00 MODIFICATION OR WITHDRAWAL

- A. Bids submitted early may be modified or withdrawn by notice to the City of Edinburg at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be so worded as not to reveal the amount of the original Bid.
- B. Oral, telephonic, facsimile, or telegraphic modification of Bids will not receive consideration.
- C. Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids.

4.00 CONTRACT TIME

- A. The Work shall be performed within the date established in the Notice to Proceed.
- B. Contractor shall pay liquidated damages in the amounts stated in Document 00500 - Agreement for failure to complete the Work within the Contract Time.
- C. The work is to be performed only during weekdays 7:00 AM to 6:00 PM (Monday to Friday). City recognized holidays are recommended to be avoided. Work performed during weekends (Saturday-Sunday) and holidays will incur a Contractor payment of \$50 per hour to Owner for onsite inspection.

5.00 SECURITY DEPOSIT REQUIREMENTS

- A. Bids shall be accompanied by a security deposit as stated in Document 00100 – Instructions to Bidders.

6.00 EXAMINATION

- A. Bid Documents are on display on the City of Edinburg website or may be examined at office of the Engineer at the location below:

**Melden and Hunt, Inc.
115 W. McIntyre Street
Edinburg, Texas 78541**

7.00 AVAILABILITY

- A. Bid Documents may be purchased from the Engineer of Record or are available for printing at <https://procurement.opengov.com/portal/cityofedinburg>
- B. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.
- C. Bid Documents may be purchased by bidders upon receipt of a cashier's check, certified check, money order, company check, or personal check in the amount established by the Engineer of Record. The cost includes the Project Manual w/ Specifications and one full sized set of Drawings. They can also be downloaded at no cost, as specified on 7(A).
- D. The cost for the bid documents will not be refunded.

- E. Bid Documents are made available only for the purpose of obtaining offers for this Project. Purchase of Bid Documents does not grant a license for other purposes.
- E. On receipt of Bid Documents, verify that documents are legible and complete. Compare contents of Project Manual with Table of Contents; see that all drawings listed in the List of Drawings are included. Notify City of Edinburg should the documents be incomplete as issued.

8.00 QUESTIONS AND INTERPRETATIONS

- A. Bidder is required to study Bid Documents, the site, and conditions affecting the Work, and submit written questions on interpretation of those documents and conditions, or other factors affecting the Work, to the City of Edinburg.
- B. Written questions may be submitted by facsimile or email, addressed to the Engineer. **No questions will be accepted after 5:00 PM, January 19, 2024.** All facsimile communications shall be confirmed by mailing the original correspondence to the City of Edinburg Purchasing Department, if applicable.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

9.00 ACCEPTANCE/REJECTION OF BIDS

- A. The Owner reserves the right to reject or accept any bids as stated in Document 00100 - Instructions to Bidders.

10.00 PRE-BID CONFERENCE

- A. One (1) mandatory pre-bid conference will be conducted by the Owner on January 3, 2024 at 2:00 p.m. The pre-bid conference shall be conducted at the City of Edinburg Engineering Conference Room: located at 415 W. University Drive Edinburg, Texas 78539.
- B. Attendance by prospective Bidders is required. Sub-contractors, suppliers, and equipment suppliers may attend but it is not required.
- C. Recognizing that free and open communication will benefit all participants, the Owner does not intend to limit or curtail the exchange of information between the Engineer and the prospective Bidders. However, the pre-bid conference is conducted primarily for the benefit of prospective Bidders. As such, a specific procedure will be followed during the conference:
 - a. All attendees will sign-in, indicating their role with the project: contractor, supplier, manufacturer, etc.
 - b. Seating priority will be given to Prospective Bidders. Sub-contractors, suppliers, and manufacturer's representatives shall remain behind the contractor area.
 - c. The Owner will make introductions of his staff and consultants.
 - d. The Owner and consultants will give a brief description of the project.
 - e. Only Contracting firms (Prospective Bidders) are permitted to ask questions. Sub-contractors suppliers, and manufacturer's shall deliver their questions to the Contractor they are working with for presentation.
 - f. Questions and answers will be recorded and developed into Meeting Minutes. Meeting Minutes will be distributed to meeting attendees. The Owner reserves the right to use electronic recording, or some other method to record the meeting.

- D. The meeting will be conducted in English. Translators will not be provided.
- E. If necessary, written clarifications or instructions will be issued in the form of an Addendum. Refer to Section 00100 — Instructions to Bidders for specific information concerning Addendums.

END OF DOCUMENT

Document 00100

INSTRUCTIONS TO BIDDERS**1.00 SUMMARY****1.01 DOCUMENT INCLUDES**

- A. Bid Documents and Contract Documents.
- B. Site Assessment.
- C. Subcontractors/Suppliers/Others.
- D. Bid Submission.
- E. Bid Enclosure Requirements.
- F. Offer, Acceptance, Rejection.

1.02 RELATED DOCUMENTS

- A. Document 00020 - Notice to Bidders: Date, time and place for receipt of bids; Contract Time.
- B. Document 00310 - Form of Proposal.
- C. Document 00405 - Schedule of Unit Price Work.
- D. Document 00450 - Post Bid Procedures.
- E. Document 00500 - Agreement.
- F. Document 00700 - General Conditions.
- G. Document 00800 - Supplementary Conditions.

2.00 BID DOCUMENTS AND CONTRACT DOCUMENTS**2.01 DEFINITIONS**

- A. Definitions set forth in Document 00700 – General Conditions and in other Contract Documents, are applicable to the Bid Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, modify, correct, or change the Bid Documents.
- C. Alternate Bid: The total amount bid for additions to the Work, as described in the Bid Documents. Each Alternate Bid shall include the cost of effects on adjacent or related components, and the Contractor's overhead and profit.
- D. Bid Documents: The Project Manual and Drawings, including Addenda, plus Notice to Bidders, Instructions to Bidders, and Supplements to Bid Forms identified in Document 00310 - Form of Proposal.
- E. Bidder: A person or entity who submits a Bid.
- F. Low Bidder: The apparent successful Bidder who qualifies as a responsible Bidder and who submits the Bid with the lowest Total Bid Price.

- G. Bid, Offer, Bidding: The act of submitting a complete and properly signed offer in accordance with these Instructions to Bidders. The Bid will be in the English language.
- H. Total Bid Price: The monetary amount for performing the Work as identified by the Bidder in Document 00310 - Form of Proposal, which amount includes Cash Allowances and Alternate Bids, if any. Bid Price(s) will be in United States.
- I. Security Deposit: A certified check, cashiers check or bid bond in at least the sum of 5 percent of the Total Bid Price which includes Cash Allowances and Alternate Bids, if any.

2.02 QUESTIONS, INTERPRETATIONS

- A. Bidder shall: 1) carefully study the Bid Documents and compare them with each other, 2) examine the site, conditions thereon, and local conditions, and 3) report at once to the Engineer any errors, inconsistencies or ambiguities discovered.
- B. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- C. Direct questions to Engineer.
- D. Verbal discussions and answers are not binding. Requests from Bidders for clarifications and interpretations of content of documents must be in writing (mail or facsimile transmission only) and must be received not less than 5 business days before the date set for receipt of Bids.
- E. The reply will be by Addendum.

2.03 ADDENDA

- A. Addenda issued to Bidding Requirements are applicable only during the bidding period. Addenda to the Post-Bid Procedures are applicable only through the issuance of the Notice to Proceed. Any Addenda issued to Contract Forms, Conditions of the Contract, Specifications or Drawings become a part of the Contract Documents. Include resultant costs in the Total Bid Price.
- B. Addenda will be issued by the Engineer to Bidders of record by email. Addenda will also be posted on the City website.
- C. Each Bidder shall ascertain, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall acknowledge their receipt in the place indicated in Document 00310 - Form of Proposal.

2.04 SUBSTITUTIONS OF MATERIALS/EQUIPMENT

- A. No substitutions will be considered on this Project during the bidding period.
- B. Voluntary substitutions by the Bidder will not be considered.

3.00 SITE ASSESSMENT

- A. Bidders shall examine the Project site before submitting a Bid, become familiar with local conditions under which the Work will be performed, conduct appropriate explorations, and correlate personal observations with requirements of the Bid Documents. Work will be performed in public right-of-way and City property. The site may be examined at any time during daylight hours.

- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain the extent of subsurface conditions and variations thereof.
- C. Failure to perform such investigations during the bid period shall not relieve Bidder from responsibility for investigations, interpretations and proper use of available information in preparation of Bidder's proposal.
- D. Publications by the United States Department of Agriculture, Soil Conservation Service and others may be helpful to the bidder in his subsurface site investigation.
- E. Geotechnical investigation reports for the proposed project site may also be helpful to the bidder in his subsurface site investigation.

4.00 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.

5.00 BID SUBMISSION

5.01 SUBMISSION PROCEDURES

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in Document 00020 - Notice to Bidders.
- B. Submit **one copy of the original executed offer** on the bid forms provided, properly signed, with required Security Deposit, and other Supplements to Bid Forms, in a sealed, opaque envelope. On the outside of the envelope, clearly indicate that it is a sealed bid and include the Bidder's name, Project name and Owner name. Bids submitted by mail shall be enclosed in a separate envelope addressed for mailing, and identifying the enclosure as a bid. In addition, **four copies must also be submitted.**
- C. Fill in all blanks in the Bid forms. Acknowledge receipt of Addenda. Bid all Alternate Bids required by Bid Documents.
- D. A summary of submitted Bids will be made available to Bidders following the Bid opening.
- E. All costs and expenses incurred by the Bidder that are associated with preparation of the Bid shall be paid by and be the sole responsibility of the Bidder.

5.02 BID INELIGIBILITY

- A. Failure to provide required Security Deposit in the proper amount will be cause to declare the Bid invalid.
- B. Improperly completed information may be cause for declaring the Bid invalid.
- C. Bids that are unsigned, improperly signed, illegible, obscure, altered, or which contain qualifications or irregularities of any kind, may be declared invalid. Document 00310 - Form of Proposal, Supplements to the Bid Forms identified in the Form of Proposal, or enclosures which are improperly prepared, may be declared invalid.

6.00 BID ENCLOSURE REQUIREMENTS

6.01 SUPPLEMENTS TO BID FORMS

- A. Bid submittals shall include any other documents specified in Document 00310 - Form of Proposal.

6.02 SECURITY DEPOSIT

- A. Bids shall be accompanied by a Security Deposit.
- B. The Security Deposit of the Bidders will be retained until after the Contract is executed.
- C. After execution of the Contract, Security Deposits will be returned to the Bidders.
- D. If no Contract is awarded, all Security Deposits will be returned to the respective Bidders.

6.03 CERTIFIED CHECK/CASHIER'S CHECK

- A. Make certified check or cashier's check (security checks) payable to the Owner.
- B. The security checks are submitted on the condition that if the Bidder is named apparent Low Bidder and then fails either to timely execute the Agreement or to timely provide any required bonds, or to do both, then in that event the Owner will cash the security check.
- C. The Owner will retain an amount equal to the difference between the Bid of the Bidder providing the security check and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds.
- D. Any balance remaining will be reimbursed by the Owner to the Bidder who provided the security check.

6.04 BID BOND

- A. The bid bond must be a valid and enforceable bond, executed by a corporate Surety authorized by the Texas State Board of Insurance to conduct insurance business in the State of Texas and shall comply with other requirements set out by law or included in the Bid Documents.
- B. Endorse the bid bond in the name of the Owner as obligee, signed by the Contractor as principal and executed, signed and sealed by the Surety.
- C. The bid bond must be conditioned such that if the Bidder is named apparent Low Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Surety will be obligated to pay to the Owner an amount equal to the difference between the Bid of the Bidder on whom the bond was written and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds, up to the penal sum of the Bond.
- D. In addition, the Owner expressly reserves the right to reject any Bid if the Bid Bond (or Bid Bond rider) conditions the Bid in a way inconsistent with the Bid Documents. Examples include but are not limited to:
 - 1. a condition prohibiting the Owner from making a Claim against the Performance Bond Surety that would be allowable under the Contract and Performance Bond form published in the Bid Documents;
 - 2. a condition that provides that the Performance Bond Surety cannot be held liable for completing the Contract in case of default; or
 - 3. a condition limiting the Performance Bond Surety's liability for damages inconsistent with the Contract and Performance Bond form published in the Bid Documents.

- E. On all contracts that will equal to or exceed \$100,000, the performance bond and the payment bond must be provided by a surety that has a rating of "A" from AM BEST, MOODY'S or STANDARD & POORS.

In the event that the total bid amount is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Edinburg in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and accepted of same by the City of Edinburg. In the event that the total bid amount is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Edinburg in lieu of a Payment and Performance Bond.

6.05 BID FORM SIGNATURE

- A. Document 00310 - Form of Proposal shall be signed by the Bidder as follows:
1. Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 2. Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.
 3. Corporation: Signature of duly authorized officer.
 4. Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.00 DETERMINING LOWEST RESPONSIVE, RESPONSIBLE BIDDER

7.01 BIDDERS QUALIFICATIONS

- A. Bids must contain evidence of Bidder's qualifications to do business in the state of Texas. To demonstrate that the Bidder is responsible and able to perform the Work, funding policies dictate each Bidder must submit, as a part of the Bidding Documents, all of the items listed below:

00310 Form of Proposal
00405 Schedule of Unit Price Work
00411 Bid Bond
00420 Statement of Bidder's Qualifications
00423 Certification of Bidder's Qualifications
00425 Equipment & Material Suppliers List
00429 Non-Bribery Model Form
00460 Non-Collusion Affidavit
00470 Conflict of Interest Disclosure
00475 Conflict of Interest Questionnaire

- B. Only the above data/information provided with the Bidding Documents may be used for evaluation and developing the Recommendation to Award by the Engineer. Bidders will not be allowed to substitute any "Key Personnel" other than alternates presented in the bid or examples of previous projects submitted in the bid package. Minor clarifications of submitted materials will be permitted after bid opening. Such request for clarifications will only be initiated by the Engineer in writing and only written responses will be accepted.
- C. In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:
1. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;
 2. The ability, capacity and skill of the bidder to perform the contract or to provide the service required;
 3. Whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
 4. The character, responsibility, integrity, reputation, and experience of the bidder;
 5. The quality of performance of previous services, or contracts;
 6. The previous and existing compliance by the bidder with laws relating to the contract or service;
 7. Any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
 8. The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and
 9. The ability of the bidder to provide competent personnel for the job, as demonstrated by the submitted listing of the names and the skills of experienced personnel, including potential alternates, whom the bidder currently employs and who will be available for performing this work;
 10. The experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.
 11. Bidder shall provide with the Bid an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization.

7.02 BIDDER MUST MEET THE FOLLOWING MINIMUM CRITERIA:

- (A) The Bidder must demonstrate **Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project. The comparable scope shall be at least 1/4 the size of the proposed project.
- (B) At least two *Key Personnel, and their potential alternate, employed by the Bidder must have a minimum of five (5) years experience in similar construction projects.

- (C) The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.
- (D) Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

* KEY PERSONNEL: Individuals who will be directly assigned to this project. Resumes of Key Personnel must be submitted with the Bid (include in Document 00420) and accepted by the Owner in order for Bidder to receive the Award. At the minimum, the resumes for the following personnel that are to be assigned to this Project are to be submitted.

- (a) Owner or Principals of the Bidder
- (b) The Project Manager
- (c) The Project Superintendent
- (d) The Project Scheduler
- (e) Minimum of two Foremen

**SUCCESSFUL COMPLETION: Defined as completion of a project on time, no more than thirty (30) days later than the original contract time, and within budget, within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsible, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

7.03 BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID:

00310 Form of Proposal

00405 Schedule of Unit Price Work

00411 Bid Bond

00420 Statement of Bidder's Qualifications

00423 Certification of Bidder's Qualifications

00425 Equipment & Material Suppliers List

00429 Non-Bribery Model Form

00460 Non-Collusion Affidavit

00470 Conflict of Interest Disclosure

00475 Conflict of Interest Questionnaire

- (A) Failure to submit these items with the bid will result in a finding that the bid is non-responsive and the bid will be disqualified.

7.04 The Owner will evaluate and compare only the bids determined to be responsive in accordance with the following:

- (a) Is the bid complete (all Bidding Documents submitted);
- (b) Have documents been properly signed;

(c) Are the required bid securities part of the bid package; and

(d) Are there any computational errors present?

7.05 The Owner reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Owner, shall not be taken into account in bid evaluation.

7.06 In evaluating the bids, the Owner will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

- A. Making any correction for errors;
- B. Excluding provisional sums and the provision, if any, for contingencies in the price schedules;
- C. Taking an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative offers; and
- D. Making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the Bidding Documents.

7.07 The Owner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions of the Bidding Documents.

8.00 OFFER ACCEPTANCE, REJECTION

8.01 ACCEPTANCE

- A. The Owner will give notice of intent to award the Contract to the Low Bidder. Acceptance by the Owner is conditioned upon Bidder's submission of information for establishing satisfactory qualifications, if required; and execution of submittals required in Document 00450 - Post-Bid Procedures.
- B. The Bid shall remain open to acceptance and shall be irrevocable for the Period for Bid Acceptance stated in Document 00020 – Notice to Bidders.
- C. Additional time taken by Contractor to fulfill requirements for submittals, including review and re-submittal, shall be added to the acceptance period.

8.02 REJECTION

- A. The Owner reserves the right to reject any and all Bids or to accept any Bid deemed advantageous to it.

8.03 BID TABULATION

- A. The Engineer will tabulate, record, and evaluate the Bids of all responsible Bidders after the Bid opening.
- B. In tabulating Bids, the amount written for a unit price governs over the total amount calculated. Therefore, the Engineer may correct any mathematical errors in the extension of the total amount based on the unit price given by a Bidder and adjust their Total Bid Price.

9.00 APPROVAL BY THE FUNDING AGENCIES

- A.** All addenda, contracts, work directives, change orders, time extensions, and other matters specified in the Contract Documents are not valid until approved in accordance with the City of Edinburg's Purchasing Policies and Procedures Manual.

END OF DOCUMENT

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Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in these contract documents, should indicate their intention by signing, dating and returning the form to the address below prior to (January 3, 2024), so that they may receive any addendums to the plans and specifications should the need arise.

Owner: City of Edinburg
Attn: Finance Department
415 W. University Drive
Edinburg, Texas 78541

Engineer: Melden and Hunt, Inc
Attn: Allan F. Booe, P.E.
115 W. McIntyre St..
Edinburg, TX, 78541

Bidder: JMJ Diaz Corp. DBA JMJ Constructors

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Jose L Diaz President
[Please print or type name] [Title]

Address: 2005 N Los Ebanos Blvd
[Mailing]

Alton, TX 78573

[Street, if different]

Telephone: 956-598-6665
[Print or type telephone number]

Fax: N/A
[Print or type telephone number]

Email: jmjconstructors@gmail.com
[Print or type telephone number]

END OF DOCUMENT

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Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: 2024-02

Project: Phase-1 Upgrades to Existing Wastewater Treatment Plant

Bidder: [JMJ Diaz Corp DBA JMJ Constructors]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the total of the Lump Sum Bid Items combined with the total of all Unit Price Items represents what we offer as the total bid required to fulfill all requirements of the contract documents. Note that an additive alternative is also being taken as part of the bid.

LUMP SUM BID ITEMS: The Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including sales, consumer use, and other taxes, except as provided below, and overhead and profit, the following:

LUMP SUM BID ITEM #1	
Bidder agrees to furnish and deliver to the Owner all the necessary materials, equipment, and supplies, including installation of all materials, equipment, supplies, all other labor, excavating, filling, insurance, general, administrative and all other miscellaneous costs, overhead and profit to complete the construction of the Expansion and Upgrade Improvements to the Edinburg Wastewater Treatment Plant as shown on the plans and specifications. Do not include the asphalt paving, concrete paving, sidewalks, fencing, or trench safety in this lump sum item. Asphalt paving, concrete paving, sidewalks, fencing, and trench safety will be bid in the Unit Price Bid Items.	\$ 19,579,312.00
LUMP SUM BID ITEM #2	
Miscellaneous Work - Replace four (4) brush aerators at the existing oxidation ditch plant - Repair concrete cracks on the two final clarifiers for the diffused air plant.	\$ 447,548.00

The Contractor shall include in the Contract Price all allowances so named in the cash allowance(s) as set forth below and shall cause the Work so covered to be performed in a manner acceptable to Owner and Engineer.

LUMP SUM BID ITEM #3	
Under this item an allowance is included for the demolition and site restoration work that is required as part of this contract. All demolished material shall be properly disposed of onsite in an area designated by the Owner/Engineer. Said work to be accomplished under this line item will be paid on a time and materials basis with a 15% mark-up.	\$250,000
LUMP SUM BID ITEM #4	
Allowance for miscellaneous improvements made on the project. Payment and reconciliation will be based solely on executed change orders.	\$500,000

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

00310-1 of 4

Total Lump Sum Bid Items 1 thru 4 (in words):

\$ Twenty Million Seven Hundred Seventy-Six Thousand Eight Hundred Sixty Dollars

Total Lump Sum Bid Items 1 thru 4 (in figures): \$ 20,776,860.00

UNIT PRICE BID ITEMS: These unit prices shall be used for measurement and payment for the specific items of work indicated as unit price bid items. The quantities listed are an estimate for the purposes of comparing bids only. Progress and final payment will be made at the unit cost and for the actual measured quantity installed.

Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	Construct asphalt paving around the plant facilities. The work includes subgrade, flexible base, and asphalt paving	2,956	SY	\$67.25	\$198,791.00
2	Construct concrete pavement around the solids building, carousel and blowers. The work includes subgrade, forming, reinforcement, etc.	1,848	SY	\$62.50	\$115,500.00
3	Construct plant sidewalks. The work includes subgrade, forming, reinforcement, etc.	2,203	SF	\$6.00	\$13,218.00
4	Construct new security fencing	353	LF	\$50.00	\$17,650.00
5	Trench Safety on all yardpiping work having an excavation depth greater than five feet.	2,650	LF	\$7.00	\$18,550.00

Total Unit Price Bid Items 1 thru 5 (in words):

\$ Three Hundred Sixty-Three Thousand Seven Hundred Nine Dollars

Total Unit Price Bid Items 1 thru 5 (in figures): \$ 363,709.00

TOTAL PROJECT COST (LUMP SUM BID ITEMS 1 - 4 PLUS UNIT PRICE BID ITEMS 1 - 5)

Total Project Cost (in words):

\$ Twenty-One Million One Hundred Forty Thousand Five Hundred Sixty-Nine Dollars

Total Project Cost (in figures): \$ 21,140,569.00

ADDITIVE ALTERNATIVE: The Bidder is to provide a value for which the bid will be increased should a decision be made to add a coarse bubble diffused air system to replace the disc aerators currently on the Orbal Facility that is being converted to digestion. The Lump Sum additive price shall include but is not limited to the removal of the existing aeration equipment, the modification of structures for the new design, the installation of air piping and diffusers, the installation of blowers, all electrical, instrumentation, and other components to complete a functional aeration system for the proposed digester.

Total Lump Sum Addition for the Additive Alternative (in words):

\$ Two million five hundred twenty-four thousand dollars

Total Lump Sum Addition for the Additive Alternative (in figures): \$ \$2,524,000.00

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion and Final Completion of the work will be achieved within the time indicated in Document 00010 – Advertisement for Bid and as ultimately established in Document 00500 – Contract Agreement. The Date of Contract Commencement will be established by Document 00550 - Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. #1, dated 12/18/2023

Addendum No. #2, dated 01/08/2024

Addendum No. #3, dated 01/23/2024

Addendum No. #4, dated 01/30/2024

Addendum No. _____, dated _____

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[] Document 00411 – Bid Bond (*Form supplied by Bidder*)

[] Document 00420 – Statement of Bidder's Qualifications

[] Document 00423 – Certification to Bidder's Experience & Qualifications

[] Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:Bidder: JMJ Diaz Corp. DBA JMJ Constructors[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]By: [Signature]**02/01/2024[Date]Name: Jose L Diaz[Please print or type name]President[Title]Address: 2005 N Los Ebanos Blvd, Alton, TX 78573[Mailing]Alton, TX 78573[Street, if different]Telephone: 956-598-6665[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: *This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.*

END OF DOCUMENT

Document 00411

BID BOND**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

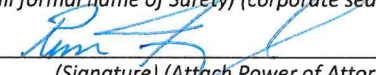
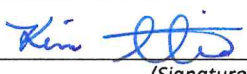
Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used**PART 3 - EXECUTION**

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

00411-1 of 4

Bidder Name: JMJ Diaz, Corp dba JMJ Constructors Address (principal place of business): 2005 N Los Ebanos Blvd, Alton, TX 78573	Surety Name: American Alternative Insurance Corporation Address (principal place of business): 555 College Road East - P.O. Box 5241 Princeton, NJ 08543
Owner Name: The City of Edinburg Address (principal place of business): 415 W. University Drive, Edinburg, Texas 78541	Bid Project (name and location): PHASE 1 UPGRADES TO EXISTING WASTEWATER TREATMENT PLANT BID# 2024-02 Bid Due Date: February 1, 2024
Bond Penal Sum: Five Percent of the Greatest Amount Bid (5% G.A.B.) Date of Bond: February 1, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder JMJ Diaz, Corp dba JMJ Constructors (Full formal name of Bidder) By:  (Signature) Name: Jose L. Diaz (Printed or typed) Title: President Attest:  (Signature) Name: Marco Diaz (Printed or typed) Title: Operations Manager	Surety American Alternative Insurance Corporation (Full formal name of Surety) (Corporate Seal) By:  (Signature) (Attach Power of Attorney) Name: Russ Frenzel (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Kim Alia (Printed or typed) Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 1st day of February, 2024.

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of Business:	JMJ Diaz Corp. DBA JMJ Constructors		
Corporate Office			
Name:	Marco A Diaz	Phone number:	956-566-3463
Title:	Operations Manager	Email address:	jmjconstructors@gmail.com
Business address of corporate office:	2005 N Los Ebanos Blvd, Alton, TX 78573		
Local Office			
Name:	Marco A Diaz	Phone number:	956-566-3463
Title:	Operations Manager	Email address:	jmjconstructors@gmail.com
Business address of local office:	2005 N Los Ebanos Blvd, Alton, TX 78573		

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:	08/2014	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

Name of business:		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:	Jose L Diaz	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 30,000,000.00
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Marco A Diaz	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Osha Certified General Industry	360 Training	01/01/2026

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

Year	2021			2022			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
JMJ Constructors	.81	0		.79	0		.81	0	

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:	American Alternative Insurance Corporation		
Surety is a corporation organized and existing under the laws of the state of:	TX		
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):	555 College RD East		
	PO BOX 5241		
	Princeton, NJ 08543		

Physical Address (principal place of business):	555 College RD East		
	po box 5241		
	Princeton, NJ 08543		
Phone (main):		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)	
Champlain Specialty Insurance Company		Commercial General Liability	
Texas Mutual Insurance Company		Workers compensation	
Colonial County Mutual Insurance		Automobile Liability	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	IBTX Risk Services		
	32335 US Hwy 281 N Ste 102		
	Bulverde, TX 78163		
Physical Address (principal place of business):	IBTX Risk Services		
	32335 US Hwy 281 N Ste 102		
	Bulverde, TX 78163		
Phone (main):	210-697-2218	Phone (claims):	210-697-2218

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	25 Workers
Estimate of revenue for the current year:	\$10,000,000.00
Estimate of revenue for the previous year:	\$8,500,000.00

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

Years of experience with projects like the proposed project:			
As a general contractor:	9 years	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: JMJ Diaz Corp. DBA JMJ Constructors

(typed or printed name of organization)

By: _____

(individual's signature)

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Date: 02/01/2024

(date signed)

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

Attest: _____

(individual's signature)

Name: Marco A Diaz

(typed or printed)

Title: Operations Manager

(typed or printed)

Address for giving notices:

2005 N Los Ebanos Blvd, Alton, TX 78573

Designated Representative:

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Address:

2005 N Los Ebanos Blvd, Alton, TX 78573

Phone: 956-522-5904

Email: jmjconstructors@gmail.com

Schedule A—Current Projects

Name of Organization	JMJ Diaz Corp. DBA JMJ Constructors						
Project Owner	Inotiv (Envigo)		Project Name	Envigo WWTP Expansion			
General Description of Project	Wastewater treatment plant expansion						
Project Cost	\$3,195,402.98		Date Project	11/2022			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Enrique Cruz		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Inotiv		Owner		Inotiv	361-207-3205	Dennis.Dietz@inotivco.com
Designer	James Miertschin & Associate		Engineer		Engineering Firm	512-217-2438	jm@jmaenv.com
Construction Manager	Dennis Dietz		Project Manager		Inotiv	361-207-3205	Dennis.Dietz@inotivco.com

Project Owner	Sharyland Water Supply Corp		Project Name	SWSC Reservoir Berm Relocation project			
General Description of Project	Relocation of the North Berm						
Project Cost	\$2,425,550.00		Date Project	06/2023			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Javier Sanchez		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Sharyland Water supply Corp		Owner		Sharyland Water Supply Corp	956-585-6081	jgarza@sharylandwater.com
Designer	Garver Engineering		Engineering Firm		Engineering Firm	956-734-2399	masalinas@garverusa.com
Construction Manager	Rafael De La Rosa		SWSC Engineer		Sharyland Water Supply Corp	956-585-6081	jgarza@sharylandwater.com

Project Owner	City of Alamo		Project Name	City of Alamo WWTP Improvements			
General Description of Project	Construction of new WWTP						
Project Cost	\$10,187,438.00		Date Project	07/2019			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Javier Sanchez		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	City of Alamo		Owner		City Of Alamo	956-787-0006	bsalinas@alamotexas.org
Designer	Enprotec Hibbs & Todd		Engineering Firm		Engineering Firm	325-698-5560	joshua.berryhill@e-ht.com
Construction Manager	Joshua Berryhill		Engineer		Engineering Firm	325-698-5560	joshua.berryhill@e-ht.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	JMJ Constructors				
Project Owner	City of McAllen	Project Name	Datepalm Lift Station		
General Description of Project	Rehab on the Datepalm Lift Station				
Project Cost	\$27,845.00	Date Project	11/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen	Owner	City of McAllen	956-681-3111	Pgray@Mcallen.net
Designer	City of McAllen Engineering	Engineering	City of McAllen	959-681-1770	Pgray@Mcallen.net
Construction Manager	Patrick Gray	Engineer	City of McAllen Engineering	956-681-1772	Pgray@Mcallen.net

Project Owner	Delta Lake Irrigation District		Project Name	Delta Lake Irrigation District Project	
General Description of Project	Conversation of a pipeline irrigation canal				
Project Cost	\$1,078,000.00	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Delta Lake irrigation	Owner	Delta Lake Irrigation	956-262-2101	Troy@deltalakeid.org
Designer	SWG & Associates	Engineering Firm	Engineering Firm	956-968-2194	randy@siglerwinstongreenwood.com
Construction Manager	Randy Winston	Engineering Firm	SWG & Associates	956-968-2194	randy@siglerwinstongreenwood.com

Project Owner	Agua Special Utility District		Project Name	Havana Water Treatment Plant Improvements	
General Description of Project	Water Treatment Plant Improvements				
Project Cost	\$1,116,387.00	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Enrique Cruz	Giovanni Diaz	Jose L Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Agua SUD	Owner	Agua SUD	956-585-2459	pperez@aguasud.com
Designer	M2 Engineering, PLLC	Engineering Firm	Engineering Firm	956-227-5327	milo@m2-engineers.com
Construction Manager	Milo Salinas	Engineer	M2 Engineering, PLLC	956-227-5327	milo@m2-engineers.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	JMJ Constructors				
Project Owner	North Alamo Water Supply Corporation	Project Name	North Alamo Water Supply Corporation		
General Description of Project	Build in Reservoir and install of liner				
Project Cost	\$3,232,245.79	Date Project	12/2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Javier Sanchez	Giovanni Diaz	Jose L Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	North Alamo Supply Corp	Owner	North Alamo Supply Corp	956-383-1618	gluna@nawsc.com
Designer	Melden and Hunt Inc.	Engineering Firm	Engineering Firm	956-381-0981	mike@meldenandhunt.com
Construction Manager	Mike Hernandez	Project Manager	Melden and Hunt Inc.	956-381-0981	mike@meldenandhunt.com

Project Owner	Harlingen waterworks system		Project Name	Metal Building and concrete foundation for Sludge dewatering facility	
General Description of Project	Install of a concrete foundation and metal building for sludge dewatering facility				
Project Cost	\$927,600.00		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Enrique Cruz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Harlingen Waterwork System	Owner	Harlingen Waterwork System	956-430-6100	getrevino@hwws.com
Designer	Garver Engineering	Engineering Firm	Engineering Firm	979-321-7741	MDweaver@garverusa.com
Construction Manager	Gabriel Trevino	Engineer for HWWS	Harlingen waterworks system	956-430-6110	getrevino@hwws.com

Project Owner	Hidalgo County Irrigation District #2		Project Name	HCID #2 Relift Pumping plant Improvements	
General Description of Project	Rehab of pump staion				
Project Cost	\$1,768,272.85		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Irrigation #2	Owner	HCID#2	956-787-1422	sh_hcid2@sbcglobal.net
Designer	Alfonso A. Gonzalez	Engineer	Engineering Firm	956-540-9619	Alfonso@marciappia.com
Construction Manager	Alfonso A. Gonzalez	Engineer	Engineering Firm	956-540-9619	Alfonso@marciappia.com

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose L Diaz	
Years of experience as project manager		15 Years	
Years of experience with this organization		8 years	
Number of similar projects as project manager		30	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Alamo WWTP Improvements		In progress	June 2024
Envigo WWTP Expansion		In progress	March 2024
Gateway MUD Project		In progress	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mike Hernandez	Name	Scott Hawkins
Title/Position	Project Manager	Title/Position	Vendor
Organization	Melden and Hunt Inc.	Organization	HRM Enviornmental
Telephone	956-380-0981	Telephone	281-923-2023
Email	mike@meldenandhunt.com	Email	Scott@hrmenv.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Project Manager	Candidate's role on project	Sales reprentative
Project Superintendent			
Name of individual		Javier Sanchez	
Years of experience as project superintendent		5 Years	
Years of experience with this organization		6 Years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SWSC Reservoir Berm Relocation project		In progress	July 2024
City of Alamo WWTP Improvements		In progress	June 2024
NAWSC 7K Emergency Line		80% used	November 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Mike Hernandez
Title/Position	President	Title/Position	Project Manager
Organization	JMJ Constructors	Organization	Melden and Hunt Inc.
Telephone	956-598-665	Telephone	956-380-0981
Email	jmjconstructors@gmail.com	Email	mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Project Manager

Safety Manager			
Name of individual		Marco A Diaz	
Years of experience as project manager		3 Years	
Years of experience with this organization		3 Years	
Number of similar projects as project manager		10 Projects	
Number of similar projects in other positions		10 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Alamo WWTP Improvements		In progress	March 2024
Gateway MUD Project		In progress	December 2024
SWSC Reservoir Berm Relocation project		In progress	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Mike Hernandez
Title/Position	President	Title/Position	Project Manager
Organization	JMJ Constructors	Organization	Melden and Hunt Inc.
Telephone	956-598-6665	Telephone	956-381-0981
Email	jmjconstructors@gmail.com	Email	mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Jorge Rios	
Years of experience as project superintendent		1 Year	
Years of experience with this organization		1 Year	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		8	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
NAWSC 7K Emergency Line		80%	November 2023
Envigo WWTP Expansion		In progress	March 2024
SWSC Reservoir Berm Relocation project		In progress	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Marco Diaz
Title/Position	President	Title/Position	Operations Manager
Organization	JMJ Constructors	Organization	JMJ Constructors
Telephone	956-598-6665	Telephone	956-566-3463
Email	jmjconstructors@gmail.com	Email	Marco.diaz@jmjconstructors.org
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Operations Manager

END OF DOCUMENT

DOCUMENT 00423

**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 01 day of Feburary, 2024.

Jose L Diaz

Name of Bidder



Signature of Bidder

President

Title of Signatory

END OF SECTION

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DOCUMENT 00425

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 #)
Grade Lazer	Yes	N/A
Pump #1	Yes	N/A
Pump #2	Yes	N/A
99 SCHWING CONCRETE PUMP	Yes	N/A
Loader BH Case 580SM II	Yes	N/A
772 CH JD MOTORGRADER	Yes	N/A
06 GROOVE 40 TON CRAIN	Yes	N/A
02 JOHN DEERE 410G BH	Yes	N/A
92 CAT 613C ELEVATING MO	Yes	N/A
06 JOHN DEERE 350 DLC	Yes	N/A
XCMG COMPACTOR	Yes	N/A
1980 BELLY DUMP TRAILER	Yes	N/A
330 CAT ESCAVATOR	Yes	N/A
CASE 850M CRAWLER DOZER	Yes	N/A
JOHN DEERE 85G EXCAVATOR	Yes	N/A
CASE CX250 EXCAVATOR	Yes	N/A

[illegible]

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CITY OF EDINBURG

EQUIPMENT & MATERIAL SUPPLIERS LIST

Executed this: 01 Day of: February 20.24

By: JMJ Diaz Corp. DBA JMJ Constructors Jose L Diaz
BIDDER

Title: President 

NOTARY PUBLIC

State of Texas

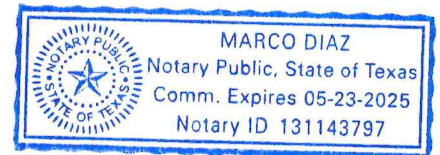
County of: Hidalgo

Subscribed and sworn to before me this: 1st of February, 2024



NOTARY PUBLIC

END OF SECTION



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

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

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

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Alba Enamorado PHONE (A/C, No, Ext): 214-989-7100 E-MAIL ADDRESS: service@ib-tx.com	FAX (A/C, No): 210-696-8414
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Champlain Specialty Insurance Company		16834
INSURER B : Texas Mutual Insurance Company		22945
INSURER C : Colonial County Mutual Insurance Company		29262
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1216302395

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSARCGL000012002	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACP BA013058653076	2/23/2023	2/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CSARCEL000012102	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	0001273544	2/23/2023	2/23/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability and Auto policies include blanket additional insured endorsements (CG2010 10/01, CG2037 10/01, CA0001 10/13) as required in a written contract with the Named Insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsements (CG2404 05/09, CA0001 10/13, WC420304B) as required in a written contract with the Named Insured. Primary Noncontributory wording per attached endorsements (CIS CGL 4026 12/15). Cancellation provisions-see attached (WC420601, CIS CGL 10011 05 17). Umbrella is follow form of the General Liability, Auto and Work Compensation policies subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss
Location And Description of Completed Operations: Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/23/2023 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001273544 of Texas Mutual Insurance Company effective on 2/23/2023

Issued to: JMJ DIAZ, CORP.

DBA: JMJ CONSTRUCTORS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date:

Policy No.:

Endorsement No.:

Named Insured:

Authorized Representative _____

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/23/2023 ! at 12:01 a.m. standard time, forms a part of:

Policy no. 0001273544 of Texas Mutual Insurance Company effective on 2/23/2023

Issued to: JMJ DIAZ, CORP.

DBA: JMJ CONSTRUCTORS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The scheduled designated persons or organizations noted below will be given thirty (30) days notice of cancellation, except as respects non-payment of premium, for which ten (10) days notice will apply.

SCHEDULE

See Certificate Holder

The failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date:

Policy No.:

Endorsement No.:

Named Insured:

Authorized Representative_____

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by

an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any

of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault,

required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work

performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and

- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by



its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other

authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".



C. Limits Of Insurance

1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
- 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 - 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;



- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

02/01/2024

Company/Vendor Name:

JMJ Diaz Corp. DBA JMJ Constructors

Printed Name and Title:

Jose L Diaz / President

Authorized Signatory:



1 Name/Name of Agency/Company: JMJ Diaz Corp. DBA JMJ Constructors

(Full, correct legal name)

- Address: 2005 N Los Ebanos Blvd, Alton, TX 78573

- Telephone/Fax: 956-598-6665

- Email address: jmjconstructors@gmail.com

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

3. Yes _____ No ☒

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

Yes ☒ No ☐

4. Where is the Company's corporate headquarters located? Alton, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes ☐ No ☒

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes _____ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Jose L Diaz

Address: 2005 N Los Ebanos Blvd, Alton, TX 78573

Telephone: 956-522-5904

Fax: _____

Email: jmiconstructors@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒.

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ☒.

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, 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:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
 - a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
N/A

Signature of vendor doing business with the governmental entity

02/01/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: 2024-02

Project: Phase-1 Upgrades to Existing Wastewater Treatment PlantBidder: R.P. Constructors, Inc.
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the total of the Lump Sum Bid Items combined with the total of all Unit Price Items represents what we offer as the total bid required to fulfill all requirements of the contract documents. Note that an additive alternative is also being taken as part of the bid.

LUMP SUM BID ITEMS: The Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including sales, consumer use, and other taxes, except as provided below, and overhead and profit, the following:

LUMP SUM BID ITEM #1	
Bidder agrees to furnish and deliver to the Owner all the necessary materials, equipment, and supplies, including installation of all materials, equipment, supplies, all other labor, excavating, filling, insurance, general, administrative and all other miscellaneous costs, overhead and profit to complete the construction of the Expansion and Upgrade Improvements to the Edinburg Wastewater Treatment Plant as shown on the plans and specifications. Do not include the asphalt paving, concrete paving, sidewalks, fencing, or trench safety in this lump sum item. Asphalt paving, concrete paving, sidewalks, fencing, and trench safety will be bid in the Unit Price Bid Items.	\$ 20,000,000.7
LUMP SUM BID ITEM #2	
Miscellaneous Work - Replace four (4) brush aerators at the existing oxidation ditch plant - Repair concrete cracks on the two final clarifiers for the diffused air plant.	\$ 450,000.7

The Contractor shall include in the Contract Price all allowances so named in the cash allowance(s) as set forth below and shall cause the Work so covered to be performed in a manner acceptable to Owner and Engineer.

LUMP SUM BID ITEM #3	
Under this item an allowance is included for the demolition and site restoration work that is required as part of this contract. All demolished material shall be properly disposed of onsite in an area designated by the Owner/Engineer. Said work to be accomplished under this line item will be paid on a time and materials basis with a 15% mark-up.	\$250,000
LUMP SUM BID ITEM #4	
Allowance for miscellaneous improvements made on the project. Payment and reconciliation will be based solely on executed change orders.	\$500,000

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

00310-1 of 4

Total Lump Sum Bid Items 1 thru 4 (in words):

\$ TWENTY ONE MILLION TWO HUNDRED THOUSAND DOLLARSTotal Lump Sum Bid Items 1 thru 4 (in figures): \$ 21,200,000.-

UNIT PRICE BID ITEMS: These unit prices shall be used for measurement and payment for the specific items of work indicated as unit price bid items. The quantities listed are an estimate for the purposes of comparing bids only. Progress and final payment will be made at the unit cost and for the actual measured quantity installed.

Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	Construct asphalt paving around the plant facilities. The work includes subgrade, flexible base, and asphalt paving	2,956	SY	\$ 78.-	\$ 230,568.-
2	Construct concrete pavement around the solids building, carrousel and blowers. The work includes subgrade, forming, reinforcement, etc.	1,848	SY	\$ 70.-	\$ 129,360.-
3	Construct plant sidewalks. The work includes subgrade, forming, reinforcement, etc.	2,203	SF	\$ 10.-	\$ 22,030.-
4	Construct new security fencing	353	LF	\$ 20.-	\$ 7,060.-
5	Trench Safety on all yard piping work having an excavation depth greater than five feet.	2,650	LF	\$ 10.-	\$ 26,500.-

Total Unit Price Bid Items 1 thru 5 (in words):

\$ FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARSTotal Unit Price Bid Items 1 thru 5 (in figures): \$ 415,518.-

TOTAL PROJECT COST (LUMP SUM BID ITEMS 1 - 4 PLUS UNIT PRICE BID ITEMS 1 - 5)

Total Project Cost (in words):

\$ TWENTY ONE MILLION SIX HUNDRED FIFTEEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARSTotal Project Cost (in figures): \$ 21,615,518.-

ADDITIVE ALTERNATIVE: The Bidder is to provide a value for which the bid will be increased should a decision be made to add a coarse bubble diffused air system to replace the disc aerators currently on the Orbal Facility that is being converted to digestion. The Lump Sum additive price shall include but is not limited to the removal of the existing aeration equipment, the modification of structures for the new design, the installation of air piping and diffusers, the installation of blowers, all electrical, instrumentation, and other components to complete a functional aeration system for the proposed digester.

Total Lump Sum Addition for the Additive Alternative (in words):

\$ THREE MILLION ONE HUNDRED THOUSAND DOLLARS

Total Lump Sum Addition for the Additive Alternative (in figures): \$ 3,100,000.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion and Final Completion of the work will be achieved within the time indicated in Document 00010 – Advertisement for Bid and as ultimately established in Document 00500 – Contract Agreement. The Date of Contract Commencement will be established by Document 00550 - Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated December 18, 2023

Addendum No. 2, dated January 08, 2024

Addendum No. 3, dated January 23, 2024

Addendum No. 4, dated January 30, 2024

Addendum No. _____, dated _____

Addendum No. _____, dated _____

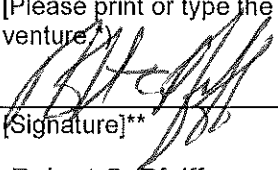
4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

☒	Document 00411 – Bid Bond (<i>Form supplied by Bidder</i>)
☒	Document 00420 – Statement of Bidder's Qualifications
☒	Document 00423 – Certification to Bidder's Experience & Qualifications
☒	Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:

Bidder: R.P. Constructors, Inc.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.]

By:  February 01, 2024
[Signature]** [Date]

Name: Robert C. Pfeiffer President
[Please print or type name] [Title]

Address: 9455 IH 35 N
[Mailing]

New Braunfels, Texas 78130-7132
[Street, if different]

Telephone: 512-392-5111
[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: *This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.*

END OF DOCUMENT

Document 00411

BID BOND**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

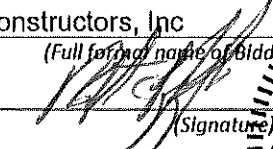
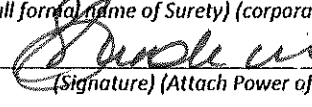
Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used**PART 3 - EXECUTION**

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

00411-1 of 4

Bidder R.P. Constructors, Inc. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 9455 IH 35 N New Braunfels, Texas 78130-7132	Surety Liberty Mutual Insurance Company Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] 175 Berkeley Street Boston, MA 02116
Owner City of Edinburg Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business] 415 W. University Drive Edinburg, Texas 78541	Bid No. 2024-02 Phase - 1 Upgrades to Existing WWTP, Edinburg, Texas Project (name and location): [Owner project/contract name, and location of the project] Phase - 1 Upgrades to Existing WWTP Edinburg, Texas Bid Due Date: [Enter date bid is due] 02/01/2024
Bond Penal Sum: [Amount] Five Percent (5%) of the Total Amount Bid Date of Bond: [Date] January 25, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder R.P. Constructors, Inc. (Full formal name of Bidder)	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Robert C. Pfeiffer (Printed or typed)	Name: Stephanie Gunderson (Printed or typed)
Title: President	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Kristen McFerrin (Printed or typed)	Name: S. Nicole Evans (Printed or typed)
Title: Secretary	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.	



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210687 - 992301**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carlos A. Albelo, Diana Cervantes, S Nicole Evans, Stephanie Gunderson

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of Jan., 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	R.P. Constructors, Inc.		
Corporate Office			
Name:	Robert C. Pfeiffer	Phone number:	512-392-5111
Title:	President	Email address:	rpfeiffer@rpconstructorsinc.com
Business address of corporate office:	9455 N IH 35		
	New Braunfels, Texas 78130-7132		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

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

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

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

Address:	
----------	--

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

Name:	Robert C. Pfeiffer	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 2,000,000.00
Name:	Kristen McFerrin	Title:	Secretary / Treasurer
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 500,000.00
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Kristen McFerrin	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10 Hour	ESC Consultants / OSHA	N/A

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

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
R.P. Constructors, Inc.	1.23	2.44	81,900	1.09	0	82,000	1.09	4.27	93,600

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Liberty Mutual 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):	175 Berkeley Street	
	Boston, MA 02116	

Physical Address (principal place of business):			
Phone (main):	617-357-9500	Phone (claims):	800-225-2467

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)	
Travelers Indemnity Company	General Liability / Business Auto	
Travelers Property Casualty Company	Umbrella	
Texas Mutual Insurance Company	Workers Compensation	
Westchester Surplus Lines Insurance Co.	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):	Insurepointe of Texas, Inc. (Broker)	
	2909 Hillcroft, Suite 200	
	Houston, Texas 77057	
Physical Address (principal place of business):		
Phone (main):	713-964-0022	Phone (claims): 713-964-0044

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:	35
Estimate of revenue for the current year:	\$15,000,000
Estimate of revenue for the previous year:	\$15,000,000

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

Years of experience with projects like the proposed project: 32+			
As a general contractor:	32+	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			

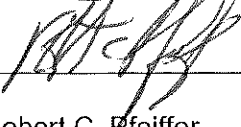
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined 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.

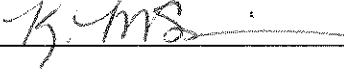
ARTICLE 9—REQUIRED ATTACHMENTS

- 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: R.P. Constructors, Inc.
(typed or printed name of organization)
By: 
(individual's signature)
Name: Robert C. Pfeiffer
(typed or printed)
Title: President
(typed or printed)
Date: February 01, 2024
(date signed)

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

Attest: 
(individual's signature)
Name: Kristen McFerrin
(typed or printed)
Title: Secretary
(typed or printed)

Address for giving notices:
9455 IH 35 N
New Braunfels, Texas 78130-7132

Designated Representative:
Name: Robert C. Pfeiffer
(typed or printed)
Title: President
(typed or printed)
Address:
9455 IH 35 N
New Braunfels, Texas 78130-7132
Phone: 512-392-5111
Email: rpfeiffer@rpconstructorsinc.com

Schedule A—Current Projects

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

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

CITY OF EDINBURG

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner	Project Name			
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone Email
Owner				
Designer				
Construction Manager				

Project Owner	Project Name			
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone Email
Owner				
Designer				
Construction Manager				

Project Owner	Project Name			
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone Email
Owner				
Designer				
Construction Manager				

Schedule C—Key Individuals

Project Manager ** SEE ATTACHED **			
Name of individual		Robert C. Pfeiffer	
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 *** SEE ATTACHED ***			
Name of individual		Juan Diaz	
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 *** SEE ATTACHED ***			
Name of individual		Kristen McFerrin	
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 *** SEE ATTACHED ***			
Name of individual		Robert C. Pfeiffer	
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	

END OF DOCUMENT

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of the

R.P. Constructors, Inc. (Name of Corporation),

meeting on the 06 day of November 19 91, that:

Authorized Representative(s):

Robert C. Pfeiffer

be, and hereby is/are authorized to act on behalf of R. P. Constructors, Inc.

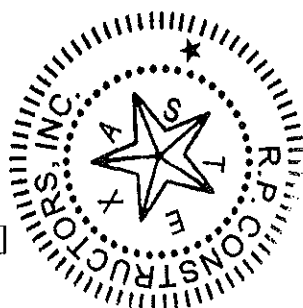
(Name of Corporation), as its representative in all business in all business transactions conducted

in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 01 day of February, 20 24.

[SEAL]



K. McFerrin (Secretary)
Kristen McFerrin



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: R P CONSTRUCTORS INC

Risk ID: 420298714

Rating Effective Date: 01/04/2021

Production Date: 08/11/2020

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	36,237	58,212	21,975	35,608	29,850	79,207	43,599
(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
.10		36,237	58,212	21,975	35,608	29,850	65,187	29,579

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
Actual	(I) 29,579		C * (1 - A) + G 62,463		(A) * (F) 3,561		(J) 95,603			
Expected	(E) 21,975		C * (1 - A) + G 62,463		(A) * (C) 3,624		(K) 88,062			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors									(J) / (K) 1.09	

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 Policy: 0001094038

Eff-Date: 01-04-2020 Exp-Date: 01-04-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: R P CONSTRUCTORS INC

Risk ID: 420298714

Rating Effective Date: 01/04/2022

Production Date: 08/17/2021

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.09	32,126	45,711	13,585	34,566	24,500	58,733	24,167
(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
.09		32,126	45,711	13,585	34,566	24,500	54,416	19,850

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
Actual	(I) 19,850		C * (1 - A) + G 53,735		(A) * (F) 3,111		(J) 76,696			
Expected	(E) 13,585		C * (1 - A) + G 53,735		(A) * (C) 2,891		(K) 70,211			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors									(J) / (K) 1.09	

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: R P CONSTRUCTORS INC

Risk ID: 420298714

Rating Effective Date: 01/04/2023

Production Date: 08/15/2022

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.10	32,754	47,104	14,350	34,066	24,625	67,545	33,479
(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	32,754	47,104	14,350	34,066	24,625	64,894	30,828	
		Primary Losses	Stabilizing Value	Ratable Excess	Totals			
Actual	(I)	30,828	$C * (1 - A) + G$ 54,104	$(A) * (F)$ 3,407	(J) 88,339			
Expected	(E)	14,350	$C * (1 - A) + G$ 54,104	$(A) * (C)$ 3,275	(K) 71,729			
		ARAP	FLARAP	SARAP	MAARAP	Exp Mod		
Factors						(J) / (K) 1.23		

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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**ROBERT C. PFEIFFER
233 FOSSIL HILLS LOOP
SPRING BRANCH, TEXAS 78070
(512) 757-4468**

RESUME

EXPERIENCE

NOVEMBER 91 - PRESENT R.P. CONSTRUCTORS, INC. - President of own corporation, continuing along the same line of expertise. Estimating and management of construction for a variety of heavy projects, with an emphasis on Water and Wastewater Treatment Plants, Lift and Pump Stations.

AUGUST 86 - JANUARY 92 LEM CONSTRUCTION COMPANY, INC. - Promoted to Vice President and in command of the Central Texas Division. First hand supervision of all duties involved with running a division office, including chief estimating, purchasing, planning, coordinating and scheduling all phases of jobs, including daily communication with all superintendents to monitor progress and daily site visits to insure quality and quantity was achieved. Constructed \$ 8 Million per year, estimated \$ 100 Million per year.

OCTOBER 85 - AUGUST 86 LEM CONSTRUCTION COMPANY, INC. - Assistant Vice President of Central Texas Division. Start up of a division office. Chief estimator and project manager for bidding and construction of civil work, Water and Wastewater Treatment Plants & Lift Stations.

JUNE 85 - OCTOBER 85 LEM CONSTRUCTION COMPANY, INC. - Senior Estimator.

FEBRUARY 85 - JUNE 85 RODGER'S CONSTRUCTION - Job Superintendent. Construction of Picacho Pumping Station on the CAP in Central Arizona. Interim Superintendent to get job organized, hired personnel, planned and scheduled the early phases of the rock excavation and base slab construction.

OCTOBER 84 - FEBRUARY 85 LEM CONSTRUCTION COMPANY, INC. - Job Superintendent. Construction of Canal Flume Structure and Channel excavation for Brazos River Authority.

APRIL 84 - OCTOBER 84 LEM CONSTRUCTION COMPANY, INC. - Senior Estimator.

NOVEMBER 81 - APRIL 84 LEM CONSTRUCTION COMPANY, INC. - Project Manager/Superintendent. Beltway Wastewater Treatment Plant. Organized, planned and directed all phases of construction of \$ 9.5 Million Dollar project for Gulf Coast Waste Disposal Authority and City of Houston. Included checking shop drawings, cost control, scheduling and coordinating subcontractors and form design.

OCTOBER 80 - OCTOBER 81 LEM CONSTRUCTION COMPANY, INC. - Senior Structural Estimator/Project Manager. Included takeoffs, pricing and putting total jobs together for Water and Wastewater Treatment Plants, Lift Stations, paving and utilities. Also, included checking shop drawings, negotiating change orders, material expediting, cost control, scheduling, coordinating subcontractors of five \$ 1 Million Dollar projects under construction.

MARCH 79 - SEPTEMBER 80 LEM CONSTRUCTION COMPANY, INC. - Project Superintendent. Blackhawk Wastewater Treatment Plant. Organized, planned and directed construction of \$ 7.5 Million Dollar project for Gulf Coast Waste Disposal Authority. Included checking shop drawings, negotiating change orders, material expediting, cost control, scheduling and coordinating subcontractors.

SUMMER/DECEMBER 77 - FEBRUARY 77 LEM CONSTRUCTION COMPANY, INC. - Junior Structural Estimator. Estimating of Water and Wastewater Treatment Plants, Lift Stations, Paving and Utilities, miscellaneous civil work.

FALL 76 APRIL 77 LEM CONSTRUCTION COMPANY, INC. - Foreman. Promoted to Foreman of a 30 man crew doing improvements to Brickhouse Gully. Including slope paving, small bridge construction, box culverts, bulk excavation.

SUMMER 75 - SUMMER 76 LEM CONSTRUCTION COMPANY, INC. - Construction Laborer. Worked Part-time in construction learning basic skills while attending college.

EDUCATION

University of Houston - Bachelor of Science Degree in Civil Engineering, graduated May 1978.

REFERENCES

Mr. Allan Booe, P.E.
Melden & Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541
956-381-0981

Mr. Criag Bell, P.E.
TRC Engineers, Inc.
505 East Huntland Drive, Suite 250
Austin, Texas 78752
512-454-8716

Mr. Joe Winston
SWG Engineering
611 Bill Summers Intl. Blvd.
Weslaco, Texas 78596
956-968-2194

**JUAN DIAZ
4108 TYLER AVENUE
MCALLEN, TEXAS 78503
(956) 655-3620**

RESUME

BACKGROUND

Over 37 years experience in construction beginning as a laborer, working my way up to a mechanical foreman to currently being job superintendent. Work with engineers, architects, and subcontractors coordinating each new phase of work required.

WORK EXPERIENCE

July 2021 – Present – R.P. Constructors, Inc. – Superintendent for the \$8.7 Million Main Canal, Phase III for the Hidalgo County Irrigation District #1, Edinburg, Texas.

June 2020 – July 2021 – R. P. Constructors, Inc. – Superintendent for the \$2.8 Million Harris County Municipal Utility District Wastewater Treatment Plant Project for the City of Katy.

June 2020 – February 2021 – R. P. Constructors, Inc. – Superintendent for the \$1.3 Million Guadalupe Surface Water Treatment Plant Clarifier No. 2 Replacement Project for the City of New Braunfels.

October 2019 – December 2020 – R. P. Constructors, Inc. – Superintendent for the \$1.2 Million Guadalupe Surface Water Treatment Plant Clarifier No. 1 Replacement Project for the City of New Braunfels.

November 2019 – June 2020 – R. P. Constructors, Inc. – Superintendent for the \$463,600 Seguin Water Treatment Plant Blending System Project for the City of Seguin.

May 2019 – March 2020 – R. P. Constructors, Inc. – Superintendent for the \$523,147 Seguin Water Treatment Plant Generator Platform Project for the City of Seguin.

July 2018 – March 2020 – R. P. Constructors, Inc. – Superintendent for the \$7.1 Million 2017 Seguin Water and Wastewater Treatment Plant Projects for the City of Seguin.

March 2018 – July 2018 – R.P. Constructors, Inc. – Superintendent for the \$146,000 Brownsville Public Utility Board Guardrails and Stairway Replacement for the Brownsville Public Utility Board, Brownsville, Texas.

December 2016 – March 2018 – R.P. Constructors, Inc. – Superintendent for the \$1.7 Million Harlingen Waterworks System M. F. Runnion Water Treatment Plant for the Harlingen Waterworks System, Harlingen, Texas.

November 2015 – November 2016 – R.P. Constructors, Inc. – Superintendent for the \$13 Million Edinburg West Water Treatment Plant for the City of Edinburg.

September 2013 – November 2015 – R.P. Constructors, Inc. – Superintendent for \$17.5 Million SWSC WTP No. 3 for Sharyland Water Supply Corp. Mission, Texas.

June 2011 – September 2013 – R.P. Constructors, Inc. – Superintendent for the \$13.2 Million Edinburg WWTP for the City of Edinburg.

March 2010 – June 2011 – R.P. Constructors, Inc. – Superintendent for the \$7.7 Million Mission WTP #2 for the City of Mission.

July 2009 – March 2010 – R.P. Constructors, Inc. – Superintendent for the \$5.3 Million Edinburg WWTP Improvements for the City of Edinburg.

January 2008 – July 2009 – R.P. Constructors, Inc. – Superintendent for the \$10.2 Million Water Treatment Plant for the Agua Special Utility District.

February 2007 – December 2008 - R.P. Constructors, Inc. - Superintendent for the \$10.5 Million Edinburg Waste Water Treatment Plant project for the City of Edinburg.

April 2004 – August 2006 - R.P. Constructors, Inc. - Superintendent for the \$14 Million Mission WWTP 9.0 MGD WWTP Expansion project for the City of Mission.

May 2003 – February 2004 - R.P. Constructors, Inc. - Superintendent for the \$1.5 Million Roma WWTP #2 Phase II project for the City of Roma.

July 2002 – April 2003 -R.P. Constructors, Inc. - Superintendent for the \$3.5 Million Hidalgo WWTP project for the City of Hidalgo.

April 2001 – June 2002 - R.P. Constructors, Inc. - Superintendent for the \$7.0 Million San Juan WWTP project for the City of San Juan.

March 2000 – March 2001 - R.P. Constructors, Inc. - Superintendent for the \$3.3 Million Roma WWTP #2 Phase 1 project for the City of Roma.

June 1999 - March 2000 - R.P. Constructors, Inc. - Superintendent for the \$2.4 Million Rehab of Andy Bowie WWTP for the Laguna Madre Water District.

May 1998 - May 1999 - R.P. Constructors, Inc. Superintendent for the 2.4 Million Raymondville WWTP Expansion Project the City of Raymondville, Texas.

August 1997 - April 1998 - R.P. Constructors, Inc. - Superintendent for the City of Harlingen WWTP Improvements Project for \$ 3.3 Million.

January 1997 - July 1997 - R.P. Constructors, Inc. - Superintendent for the second half of \$ 5.2 Million Water Treatment Plant for the City of Mission, Texas.

March 1996 - December 1996 R.P. Constructors, Inc. - Assistant Superintendent on first half of \$ 5.2 Million Water Treatment Plant for the City of Mission, Texas.

February 1995 - February 1996 R. P. Constructors, Inc.- Assistant Superintendent on a \$ 4.7 Million Water Treatment Plant Addition for the City of McAllen, Texas.

January 1994 - January 1995 R. P. Constructors, Inc. - Mechanical Foreman for The Brazos River Authority Water Treatment Plant \$ 4.4 Million Waco, Texas.

April 1993 - December 1994 R. P. Constructors, Inc. - Foreman at the Snyder Wastewater Treatment Plant. \$ 2.8 Million Project.

March 1991 - December 1991 Lem Construction Company - Mechanical Foreman constructing \$ 4.6 Million Wastewater Treatment Plant for the City of Del Rio, Texas.

January 1990 - February 1991 Lem Construction Company - Mechanical Foreman in San Antonio, Texas working on \$ 7.2 Million project for the Dos Rios Wastewater Treatment Plant.

January 1989 - December 1989 - Lem Construction Company - Mechanical Foreman for \$ 3.1 Million Water Treatment Plant for the City of McAllen, Texas.

February 1988 - December 1988 Lem Construction Company - Skilled Laborer working to construct a \$ 1.6 Million Wastewater Treatment Plant for Port Aransas, Texas.

January 1987 - November 1987 - Lem Construction Company - Skilled Laborer for the Govalle Wastewater Treatment Plant, Austin, Texas for \$ 4.6 Million.

December 1986 - December 1986 - Lem Construction Company - Laborer learning skills working at the Water Treatment Plant in Burnet, Texas for \$ 1.5 Million.

REFERENCES

Mr. Allan Booe, P.E.
Melden & Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541
956-381-0981

Mr. Craig Bell, P.E.
TRC Engineers, Inc.
505 East Huntland Drive, Suite 250
Austin, Texas 78752
512-454-8716

Mr. Joe Winston
SWG, Engineering
611 Bill Summers International Blvd.
Weslaco, Texas 78596
956-968-2194

Kristen McFerrin

106 Camino de Roble
Wimberley, Texas 78676
(254) 405-1020
klmcferrin@gmail.com

Education:

August 1999 – December 2003

Texas A&M University

College Station, Texas

Bachelor of Science in Biology, Minor in Psychology

August 2006 – December 2006

Education Service Center Region 12

Waco, Texas

Teacher Preparation and Certification Program

Work Experience:

June 2010-present

R.P. Constructors, Inc.

New Braunfels, Texas

Treasurer

- Keep all accounting records for the business.
- Administer benefits to employees.
- Update construction schedules.
- Label construction progress photos.
- Prepare monthly estimates.
- Administer safety plans.
- Coordinate activities with project superintendents.

August 2008-July2010

China Spring Middle School

China Spring, Texas

Teacher

- Taught Science to eighth graders.

August 2007 – July 2008

Penelope Junior High and High School

Penelope, Texas

Teacher

- Taught Science to eighth graders.
- Taught Biology to ninth and tenth graders.
- Taught Chemistry to eleventh graders.
- Taught Physics to twelfth graders.

January 2004 – May 2005

Baylor College of Medicine's Human Neuroimaging Laboratory
Houston, Texas

MRI Project Coordinator

- Managed the scheduling and maintenance for 2 fMRI machines.
- Instructed volunteers so that they would be emotionally and mentally prepared to participate in experiments both inside and outside the MRI machines.
- Gave controlled instructions so that no subject would be biased during the experiments.

May 2002 – May 2003

Texas A&M University Department of Medical Biochemistry and Genetics
College Station, Texas

Student Technician II

- Managed use of and prepared polyacrylamide gradient gels.
- Prepared 5% and 10% agarose gels.
- Performed experiments that utilized the PCR technique.

References:

Ronald Anderson II, P.E.
Senior Project Manager
A&S Engineers, Inc.
(713) 942-2720
rda@as-engineers.com

Bill Sherrill
President
SECO Industrial Maintenance & Controls
(713) 956-7326
bsherrill@secoindustrial.com

Brad Smith
President
Cohen Industrial Supply Co.
rda@as-engineers.com
bsmith@cohenpipe.com

DOCUMENT 00423

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

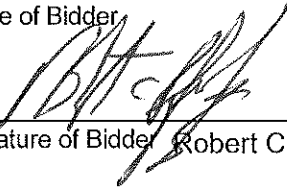
The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general 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 01 day of February, 2024.

R.P. Constructors, Inc.

Name of Bidder

Signature of Bidder  Robert C. Pfeiffer

President

Title of Signatory

END OF SECTION

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DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
*** SEE ATTACHED ***		

R.P. CONSTRUCTORS, INC.

9455 IH 35 NORTH
NEW BRAUNFELS, TEXAS 78130-7132
(512) 392-5111

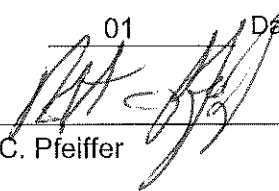
<u>EQUIPMENT</u>	<u>YEAR</u>	<u>CONDITION</u>
108 LINKBELT CRANE	1967	GOOD CONDITION
108 LINKBELT CRANE	1968	GOOD CONDITION
108 LINKBELT CRANE	1970	GOOD CONDITION
108 LINKBELT CRANE	1972	GOOD CONDITION
108 LINKBELT CRANE	1975	GOOD CONDITION
CASE 365E EXCAVATOR	2023	EXCELLENT CONDITION
CASE 240B CASE EXCAVATOR	2007	GOOD CONDITION
CASE 250D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CASE 350D CASE EXCAVATOR	2021	EXCELLENT CONDITION
CAT 420E BACKHOE	2011	GOOD CONDITION
CASE 580N BACKHOE	2011	GOOD CONDITION
CASE 580N BACKHOE	2019	EXCELLENT CONDITION
JOHN DEERE 310J BACKHOE	2010	EXCELLENT CONDITION
JOHN DEERE 310L BACKHOE	2017	EXCELLENT CONDITION
CASE 580N BACKHOE	2021	EXCELLENT CONDITION
CASE SR160 SKID STEER	2019	EXCELLENT CONDITION
JOHN DEERE 544K LOADER	2011	GOOD CONDITION
JOHN DEERE 524L LOADER	2020	EXCELLENT CONDITION
CASE 621G LOADER	2021	EXCELLENT CONDITION
JOHN DEERE 650P DOZER	2023	EXCELLENT CONDITION
CASE 1150K DOZER	2011	GOOD CONDITION
CASE 850K DOZER	2007	GOOD CONDITION
CASE 550H DOZER	2008	GOOD CONDITION
CASE 850K DOZER	2008	GOOD CONDITION
CASE SV208 ROLLER	2014	EXCELLENT CONDITION

[illegible]

THE CITY OF
Edinburg

Executed this: 01 Day of: February 20. 24

By:


Robert C. Pfeiffer

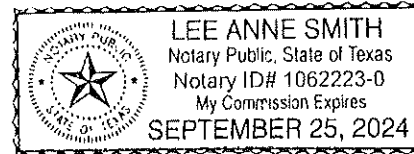
BIDDER

Title: President

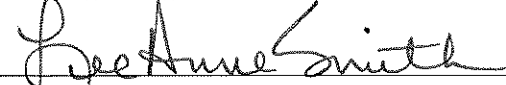
NOTARY PUBLIC

State of Texas

County of: Comal



Subscribed and sworn to before me this:

February 01, 2024

Lee Anne Smith

NOTARY PUBLIC

END OF SECTION

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DOCUMENT 00429

CITY OF EDINBURG NON-BRIBERY MODEL FORM

R.P. CONSTRUCTORS, INC.
9455 IH 35 NORTH
NEW BRAUNFELS, TEXAS 78130-7132
512-392-5111 FAX: 512-392-5121

February 01, 2024

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Dear City of Edinburg:

The undersigned party certifies that R.P. Constructors, 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 for exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using 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.

Robert C. Pfeiffer
Printed Name

Signature

President
Position in bidding company

00429-1

February 01, 2024

Date

END OF SECTION

00429-2

SECTION 00460

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF ~~HIDALGO~~ Comal

Robert C. Pfeiffer _____, being first duly sworn, deposes and says that:

(Name)

- (1) He is President of R.P. Constructors, Inc., the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

Title

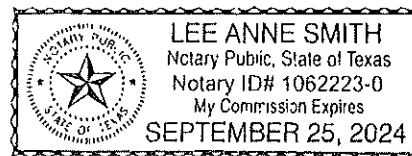
President

Subscribed and sworn to me this 01 day of February, 2024.

By:

Lee Anne Smith

Notary Public State of Texas
My commission expires September 25, 2024



END OF SECTION

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**SECTION 00475
BIDDER'S EO CERTIFICATIONS**

Project Name: Phase-1 Upgrades to Existing Wastewater Treatment Plant

Project Number: TWDB No. 73931

Contract For: _____

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

☒ I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.

I have:

☒ participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.

() not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.

B. NONSEGREGATED FACILITIES

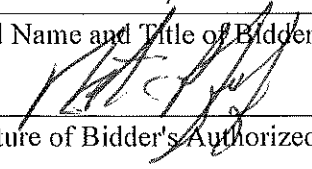
☒ I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Robert C. Pfeiffer, President

Typed Name and Title of Bidder's Authorized Representative

 02/01/24
Signature of Bidder's Authorized Representative Date

R.P. Constructors, Inc.

9455 IH 35 N, New Braunfels, Texas 78130-7132
Name and Address of Bidder

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Document 00485

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT
BIDDERS

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non- resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder. That bid amount must be the same amount that a Texas resident bidder would be required to underbid the non-resident bidder in order to obtain a comparable contract in the non-resident bidder's state in which non-resident bidder principal place of business is located.

A non-resident bidder is defined as a contractor whose corporate offices or principal place of business is outside of the state of Texas.

Instructions: The appropriate blanks in Section A or B must be filled out by all out-of-state or non-resident bidders in order for the bid to meet specifications. Failure of an out-of-state or non-resident contractor to do so will automatically disqualify that bidder. Resident bidders must complete Section C below.

A. Non-resident vendor(s) in _____, our principal place of business, is
(State)
required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

B. Non-resident vendor(s) in _____, our principal place of business, is
(State)
not required to underbid resident bidders.

C. Our principal place of business or corporate office is in the State of Texas: YES

New Braunfels	Texas	78130
City	State	Zip

BIDDER:

R.P. Constructors, Inc.
Company Name

New Braunfels	Texas	78130
City	State	Zip

Robert C. Pfeiffer
By: (Please print)

Signature

President
Title: (Please print)

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FOR OFFICE USE ONLY
Commitment # _____

TWDB-0216
Revised 11/13/2017

**TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
73931	City of Edinburg		☐	Drinking Water SRF (DWSRF)
			☒	Clean Water SRF (CWSRF)

Project Name: Phase - 1 Upgrades to Existing Wastewater Treatment Plant

Solicitation By: ☐ Applicant/Entity OR ☒ Prime Contracted Business: R.P. Constructors, Inc.

Project Phase: ☐ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

II. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- ☐ Newspaper Advertisements
 ☐ Meetings or Conferences
 ☐ Trade Association Publications
☐ Minority Media
 ☐ Internet & Web Postings
 ☒ Other Government Publications
☒ Direct Contact by Phone, Fax, USPS Mail, or Email*

*If using direct contact, entities must solicit to a **minimum of 3** businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort.

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, each business entity directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 4	1 - Full business name (line one) & point of contact (line two) 2 - Business address 3 - Telephone number 4 - Email address for the business
Instructions for Column 5	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES For detailed definitions, review guidance document, TWDB-0210.
Instructions for Column 6	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement, but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/WBE Status
1. Robert S. Henry	3120 Gano Street	(713) 227-0105	krader@robertshenry.com	Supplies	Other
Kerry Rader	Houston, TX 77009				
2. Ruiz Erectors	813 N Main St #414	(956) 627-5881	steelpros@ruizerectors.co	Supplies	Other
Larissa Garza	McAllen, TX 78501				
Horizon Structural Systems	3950 TX-46				
3. Jeff Hayes	New Braunfels, TX 78130	(830) 629-8000	jeffh@horizonstructural.co	Supplies	Other
Star Building Systems	8600 South I-35				
James Nelson	Oklahoma City, OK 73149	(800) 879-7827	james.nelson@starbuildin	Supplies	Other
Strong Structural Steel	605 W Javalina Dr				
4. Lamar Strong	Pharr, TX 78577	(956) 992-9725	lamar@strongsteel.com	Supplies	MBE
R & V Steel	6346 E Chapin St				
6. Roy DeLeon	Edinburg, TX 78542	(956) 266-8213	rverectors@yahoo.com	Supplies	Other
Central Ready Mix	PO Box 143				
7. Richard Linn	San Juan, TX 78589	(956) 787-2583	richardcrm1@cs.com	Supplies	Other
VMK Ready Mix	1921 S Conway Ave				
8. Victor Garza	Mission, TX 78572	(956) 281-1111	vgarza@vmkmaterials.co	Supplies	Other
Architectural Division 8	2425 Brockton St #103				
9. Thomas Schorsch	San Antonio, TX 78217	(210) 862-6616	tschorsch@archdiv8.com	Supplies	Other

Use additional sheets if necessary

Signature of Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator

Approval Date

Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/WBE Status
1. Brex Commercial Door Victor Garza	501 E Cedar Ave Ste A McAllen, TX 78501	(956) 843-0151	rene@brexcommercialdoor.com	Supplies	Other
2. Alamo Door Systems Troy Zurovec	PO Box 1924 Harlingen, TX 78551	(956) 423-6547	troy@alamodoorsystems.com	Supplies	Other
3. RBD Electric Benito Trevino	2104 Irving Ln Mission, TX 78573	(956) 739-1236	benito.trevino@rbdelectric.com	Services	Other
4. System Controls & Instrumentation Mark Southwell	5404 FM1044 New Braunfels, TX 78130	(830) 420-3392	msouthwell@systemcontrols.com	Services	WBE
5. J & E Lift Station Jose Pena	19131 FM493 Edinburg, TX 78542	(956) 262-7796	jelliftstation@yahoo.com	Services	Other
6. United Water Services Medhat Saleh	10624 Sentinel Dr San Antonio, TX 78217	(210) 899-4570	msaleh@uws-us.com	Services	Other
7. Rocha Infrastructure Orlando Rocha	PO Box 99 Los Fresnos 78566 TX	(956) 572-9353	orlando@rochainfrastructure.com	Services	Other
8. Oates Metal Deck (Resolite) Todd Gardner	450 Preston Ave Pasadena, TX 77503	(713) 475-0427	todd@oatesmetaldeck.com	Supplies	Other
9. Alsina Forms Victor Villeda	14335 W Hardy Rd Houston, TX 77060	(281) 741-4223	victor.villeda@alsina.com	Supplies	Other

Use additional sheets if necessary

Signature - Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/WBE Status
1. CMC	10874 Leslie Dr, Suite 4	(210) 819-6766	carlos.pena@cmc.com	Supplies	Other
Carlos Pena	Helotes, TX 78023				
Cummins Southern Plains	6266 N IH 35	(210) 655-5420	ryan.hutchins@cummins.com	Equipment	Other
Ryan Hutchins	San Antonio, TX 78218				
3. Holt CAT	3302 S WW White	(210) 648-8325	richarddelossantos@holtcat.com	Equipment	WBE
Richard De Los Santos	San Antonio, TX 78222				
Taylor Power Systems	120 Hermann Sons Rd E	(830) 995-3465	nickb@taylorpower.com	Equipment	Other
Nick Burden	Comfort, TX 78013				
5. Loftin Equipment	1241 Universal City Blvd	(210) 881-1623	khoopes@loftinequip.com	Equipment	Other
Kasey Hoopes	Universal City, TX 78148				
6. Xtreme Air	2802 Rosalinda St	(956) 648-6013	xtremeair09@yahoo.com	Equipment	Other
Esteban Quintero	Mission, TX 78572				
Farrell Plumbing & Cooling	412 Professional Dr	(956) 998-3444	dean@farrellpnc.com	Equipment	Other
Dean Farrell	Weslaco, TX 78596				
8. Fastco Coatings	703 Widener	(956) 722-7165	fastcosbp@gmail.com	Services	Other
Annali Juarez	Laredo, TX 78041				
A & E Paving	109 Elida Street	(956) 585-5301	j.moreno@aepavingllc.com	Construction	MBE
Janie Moreno	Mission, TX 78573				

Use additional sheets if necessary

Signature - Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Business Name & Point of Contact	Business Address	Telephone Number	E-Mail Address	Procurement Category	MBE/WBE Status
1. 365 Paving	1618 E Griffin Pkwy #4	(956) 607-0470	365paving@gmail.com	Construction	MBE
Jose Maldonado	Mission, TX 78572				
2. D & J Site Construction	10837 Mile 17 Rd N	(956) 262-5592	djsite@sbcglobal.net	Construction	WBE
Karla Goldhammer	Monte Alto, TX 78538				
3. Core & Main	13790 Judson Rd	(210) 657-1632	greg.arentz@coreandmain.com	Supplies	Other
Greg Arentz	San Antonio, TX 78233				
4. Ferguson Enterprises	8007 NE Loop 410	(210) 662-4902	william.drewry@ferguson.com	Supplies	Other
William Drey	San Antonio, TX 78219				
5. Cohen Industrial	PO Box 4738	(713) 467-3300	leslie@cohenpipe.com	Supplies	Other
Leslie Cohen	Houston, TX 77210				
6. Aguaworks Pipe & Supply	2907 N Central Ave	(956) 831-2500	scott.bennett@aguaworks.com	Supplies	Other
Scott Bennett	Brownsville, TX 78526				
7. Cardenas Masonry	PO Box 1328	(956) 618-4046	cardenas.masonry.inc484@gmail.com	Construction	Other
John Cardenas	McAllen, TX 78502				
8. Limon Masonry	PO Box 1717	(956) 685-5252	limonmasonry@sbcglobal.net	Construction	MBE
Roland Limon	Pharr, TX 78577				
9. Prime Construction	2212 Primrose Ave, Suite E	(956) 530-1908	jtamez@primemasonryllc.com	Construction	MBE
Jacinto Tamez	McAllen, TX 78504				

Use additional sheets if necessary

Signature - Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Business Name & Point of Contact	Business Address	Telephone Number	E-Mail Address	Procurement Category	MBE/WBE Status
1. HRM Environmental Scott Hawkins	34 Sunset Park Ln Sugar Land, TX 77479	(281) 343-1993	scott@hrmenv.vom	Equipment	Other
2. Newman Regency Jeff Rebenschied	PO Box 737535 Dallas, TX 75373	(281) 980-7448	jeff@newmanregency.com	Equipment	Other
3. H Serna Trucking Hector Serna	3322 N Pable St Edinburg, TX 78541	(956) 537-2864	sernahector123.hs@gmail.com	Supplies	Other
4. Blackdog Materials Barry Ehlinger	5111 N 10th St #195 McAllen, TX 78504	(956) 607-5965	bblackdog68@gmail.com	Supplies	Other
5. Southern Star Transport Jamie Freeman	22614 FM 88 Edcouch, TX 78538	(956) 316-8980	jamie@sstex.com	Supplies	Other
6. Vulcan Materials Carlos Trevino	10905 RL Ostos Rd Brownsville, TX 78521	(956) 831-8888	trevinoc@vmcmail.com	Supplies	Other
7. Frontera Materials Steven Forshage	22630 FM 88 Elsa, TX 78543	(956) 316-8957	steven@fmitex.com	Supplies	Other
8. VMK Materials Victor Garza	3408 N Conway Ave Mission, TX 78573	(956) 240-6186	vgarza@vmkmaterials.com	Supplies	Other
9. McAllen Roofing Gary Solis	3903 W Business 83 McAllen, TX 78501	(956) 338-4841	gary@callenvalleyroofing.com	Construction	Other

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator

Approval Date

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Business Name & Point of Contact	Business Address	Telephone Number	E-Mail Address	Procurement Category	MBE/WBE Status
1. Magic Valley Roofing Gregory Keller	3903 W U.S. Hwy 83 McAllen, TX 78501	(956) 405-6999	keller365@aol.com	Construction	Other
2. A & V Roofing Arnie Vega	10125 N 10th St C McAllen, TX 78504	(956) 687-3730	a-vroofing@hotmail.com	Construction	Other
3. Bowman Distribution Juan Marchan	2100 J B Dr San Benito, TX 78586	(956) 361-5200	jmarchan@bowmandist.com	Construction	Other
4. Seguin Fabricators Randy Smith	PO Box 1230 Seguin, TX 78156	(830) 379-4129	randy@seguinfab.com	Supplies	Other
5. Medcalf Fabrication Gregg Vernon	1703 Hugh Road Houston, TX 77067	(281) 893-0775	gvnnon@medcalf-fab.com	Supplies	Other
6. McAllen Signs Norma Perez	5095 N Bryan Rd Palmhursts, TX 78573	(956) 867-0040	np.mcallensigns@yahoo.com	Supplies	Other
7. CAPA Joel Mendiola	3609 W Palma Vista Dr Palmview, TX 78572	(956) 580-2502	sales@capatexas.com	Supplies	Other
8. Old Castle Francis Bailey	1900 Rilling Road San Antonio, TX 78214	(210) 923-4523	francis.bailey@oldcastle.com	Supplies	Other
9. GC Steel Jacob Garcia	1300 N Rabb Rd La Feria, TX 78559	(956) 797-5200	jacob@gcsteel-lla.com	Supplies	MBE

Use additional sheets if necessary

Signature	Authorized Representative	Title (print legibly)	Date
		President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator

Approval Date

Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/VBE Status
1. CMC	4911 Whirwind Dr	(210) 656-3010	mike.hutzler@cmc.com	Supplies	Other
Mike Hutzler	San Antonio, TX 78217				
2. Rio Grande Steel	PO Box 5178	(956) 702-4434	gene@pascas.com	Supplies	MBE
Gene Espinoza	McAllen, TX 78502				
3. Certified Placers	PO Box 367	(956) 743-5371	edna@cplacers.com	Construction	MBE
Jose Castillo	La Feria, TX 78559				
4. Texas Curb Cut	7705 FM482	(210) 637-6869	ronnie@texascurbcut.com	Construction	Other
Ronnie Wilhite	New Braunfels, TX 78132				
5. PowerPro Concrete Cutting	1101 E Dallas Ave #3	(956) 451-3222	tedmorales@powerprocc.com	Construction	Other
Ted Morales	McAllen, TX 78501				
6. Municipal Pump & Control	PO Box 1676	(512) 314-9136	dewayne@mpandcinc.co	Equipment	Other
Dewayne	Cedar Park, TX 78630				
7. Zarsky Truss & Component	1233 S Taylor Rd	(956) 630-4275	chiggins@zarsky.com	Supplies	Other
Crawford Higgins	McAllen, TX 78501				
8. Rio Truss	100 N Bentsen Rd	(956) 682-9822	riotruss@yahoo.com	Supplies	Other
Brent Thornton	McAllen, TX 78501				
9. Southern Components	7360 Julie Frances Dr	(318) 687-3330	jackie@southernsocom.co	Supplies	Other
Jackie O'Mana	Shreveport, LA 71129				

Use additional sheets if necessary

Signature 	Authorized Representative	Title (print legibly)	Date
		President	02/01/2024

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator

Approval Date

TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
73931	Clty of Edinburg		☐	Drinking Water SRF (DWSRF)
			☒	Clean Water SRF (CWSRF)

Prime Consultant/Contractor: R.P. Constructors, Inc.

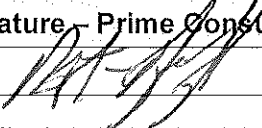
Contract Number: _____ Contract Amount: _____

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBEs and WBEs
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
4. Establishing delivery schedules to encourage participation by MBEs and WBEs
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.

☐ **EXCEPTION:** As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature, Prime Consultant/Contractor	Title (print legibly)	Certification Date
	President	02/01/2024

III. PROJECT PARTICIPATION ESTIMATES

The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

	Potential MBE Participation	Potential WBE Participation
Cost Category	Goal	Goal
Construction	19.44%	9.17%
Supplies	25.34%	8.82%
Equipment	16.28%	11.45%
Services	20.41%	13.66%

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

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TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
73931	City of Edinburg		☐	Drinking Water SRF (DWSRF)
			☒	Clean Water SRF (CWSRF)

Project Name: Phase - 1 Upgrades to Existing Wastewater Treatment Plant

Solicitation By: ☐ Applicant/Entity OR ☒ Prime Contracted Business: R.P. Constructors, Inc.

Project Phase: ☒ Prior to Closing ☐ Release of funding for PADs ☐ Construction Contract # _____

Instructions

Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES
Column 3	Enter the type of business: MBE (Minority Business Enterprise) , WBE (Women-owned Business Enterprise) , or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

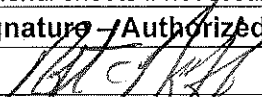
II. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.					
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature - Authorized Representative	Title (print legibly)	Date
	President	02/01/2024

III. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

City of Edinburg WWTP Phase-1 Upgrades - BID 01/25/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Tue, Dec 19, 2023 at 9:06 AM

To: Ryan Kunz <rkunz@rpconstructorsinc.com>

Bcc: Kerry Rader <krader@robertshenry.com>, Larissa Garza <steelpros@ruizerectors.com>, Martin Ruiz

<Martin@ruizerectors.com>, Jeff Hayes <jeffh@horizonstructural.com>, "James E. Nelson"

<James.Nelson@starbuildings.com>, lamar@strongsteel.com, rverectors@yahoo.com, JOHN CARDENAS

<john.cardenas@cardenasmasonry.com>, limonmasonry@sbcglobal.net, Jacinto Tamez <jtamez@primemasonryllc.com>,

Gary Solis <gary@mcallenvallyroofing.com>, a-vroofing@hotmail.com, Gregory Keller <keller365@aol.com>, JUAN

MARCHAN <jmarchan@bowmandist.com>, Rio Truss <riotruss@yahoo.com>, Crawford Higgins <chiggins@zarsky.com>,

ESTEBAN QUINTERO <XTREMEAIR09@yahoo.com>, Dean Farrell <dean@farrellpnc.com>, Alan Weber

<estimating@farrellpnc.com>, Patrick Hasler <patrick.hasler@resolite.com>

Good morning All,

We will be bidding the above-referenced project, and we would appreciate a quote from your company. Please see the attached plans and specs, and let me know if you have any issues with the files or if you are not interested. These files can also be found on The City of Edinburg website (www.cityofedinburg.com).

Keep in mind that this project is subject to the American Iron and Steel (AIS) requirements. All iron and steel products used for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

 PLANS - EDINBURG.pdf SPECS - EDINBURG.pdf

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

City of Edinburg WWTP Phase-1 Upgrades - BID 01/25/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Tue, Dec 19, 2023 at 9:06 AM

To: Ryan Kunz <rkunz@rpconstructorsinc.com>

Bcc: Jacob Garza <jacob@gcsteel-llc.com>, "Hutzler, Mike S." <mike.hutzler@cmc.com>, AJ Alaniz <Abel.Alaniz@cmc.com>, Gene Espinoza <gene@rgscas.com>, benito trevino <benito.trevino@rbdelectric.com>, Mark Southwell <msouthwell@syscontrols.com>, Jose Pena <jeliftstation@yahoo.com>, Orlando Rocha <orlando@rochainfrastructure.com>, msaleh@uws-us.com, GREG ARENTZ <greg.arentz@coreandmain.com>, "Weller, C.J." <CJ.Weller@coreandmain.com>, Brad Smith <bsmith@cohenpipe.com>, LESLIE COHEN <LESLIE@cohenpipe.com>, William.Drewry@ferguson.com, scott.bennett@aguaworkspipe.com, RANDY SMITH <randy@seguinfab.com>, Gregg Vernon <gvnron@medcalf-fab.com>, Annali Juarez <fastcosbp@gmail.com>, Janie Moreno <j.moreno@aepavingllc.com>, Joey Villareal <joevyv@fpitex.com>, Jim Eckroat <jim@fpitex.com>, djsite@sbcglobal.net, 365 Paving & Construction LLC <365paving@gmail.com>, RYAN HUTCHINS <ryan.hutchins@cummins.com>, Richard De Los Santos <richard.delossantos@holtcat.com>, "khoopes@loftinequip.com" <khoopes@loftinequip.com>, Nick Burden <nickb@taylorpower.com>

Good morning All,

We will be bidding the above-referenced project, and we would appreciate a quote from your company. Please see the attached plans and specs, and let me know if you have any issues with the files or if you are not interested. These files can also be found on The City of Edinburg website (www.cityofedinburg.com).

Keep in mind that this project is subject to the American Iron and Steel (AIS) requirements. All iron and steel products used for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

 PLANS - EDINBURG.pdf

 SPECS - EDINBURG.pdf

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: JOSE CASTILLO <edna@cplacers.com>

Wed, Jan 17, 2024 at 7:58 AM

Good Morning,

We will be bidding the above referenced project, and we would appreciate a quote to tie the rebar. Please see the attached plans and advise.

 **PLANS - EDINBURG.pdf**

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Virus-free.www.avast.com

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Tue, Jan 16, 2024 at 3:42 PM

To: "Ronnie@texascurbcut.com" <Ronnie@texascurbcut.com>

Ronnie,

Thank you for taking my call earlier. We will be bidding the above referenced project and would appreciate a quote to do the saw joint cutting. Please see the attached sheets, and let me know if you are interested in providing a price to do the work. This project is located in Edinburg, Texas.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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SAW JOINT CUTTING.pdf
303K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Fri, Jan 26, 2024 at 1:31 PM

To: "tedmorales@powerprocc.com" <tedmorales@powerprocc.com>

Ted,

Thank you for returning my call earlier. We will be bidding the above referenced project and would appreciate a quote to do the saw joint cutting. Please see the attached sheets, and let me know if you are interested in providing a price to do the work. Thank you, sir.

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



SAW JOINT CUTTING.pdf

1273K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Thu, Dec 21, 2023 at 10:09 AM

To: "cardenas.masonry.inc484@gmail.com" <cardenas.masonry.inc484@gmail.com>

John,

Thank you for taking my call earlier. We will be bidding this project and would appreciate a quote from you. There is masonry work required for the buildings on sheets 56/62/63. Let me know if you need any additional information.

 **PLANS - EDINBURG.pdf**

 **SPECS - EDINBURG.pdf**

Regards,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: THOMAS SCHORSCH <tschorsch@archdiv8.com>

Wed, Dec 20, 2023 at 11:45 AM

Good morning Thomas,

We will be bidding the above referenced project and would appreciate a quote for the metal doors (4 ea.). Please see the attached spec, and let me know if you need any additional information.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

 **STEEL DOORS AND FRAMES.pdf**
669K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: Victor Villeda <victor.villeda@alsina.com>

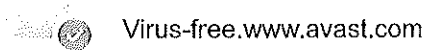
Tue, Jan 9, 2024 at 8:23 AM

Good morning Victor,

We will be bidding the above referenced project, and we would appreciate a quote for the form rentals. The Dropbox link is attached, or I can send the documents directly if needed.

<https://www.dropbox.com/scl/fo/epfexef2rltvs4seezgl6/h?rlkey=d3uyycr0ovokxuxnengq73p0p&dl=0>

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Virus-free. www.avast.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: Richard Linn <RICHARDCRM1@cs.com>

Wed, Jan 17, 2024 at 7:50 AM

Good morning Richard,

We will be bidding on the above referenced project. We would appreciate a quote for the following:

- 4000 psi concrete
- 2500 psi concrete
- 7-sack grout

Please see the attached spec, and let me know if you need any additional information.

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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CONCRETE.pdf
285K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: Rene Barrera <rene@brexcommercialdoor.com>

Wed, Dec 20, 2023 at 11:45 AM

Good morning Rene,

We will be bidding the above referenced project and would appreciate a quote for the metal doors (4 ea.). Please see the attached spec, and let me know if you need any additional information.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



STEEL DOORS AND FRAMES.pdf
669K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: Troy Zurovec <troy@alamodoorsystems.com>

Wed, Dec 20, 2023 at 11:45 AM

Good morning Troy,

We will be bidding the above referenced project and would appreciate a quote for the metal doors (4 ea.). Please see the attached spec, and let me know if you need any additional information.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

 **STEEL DOORS AND FRAMES.pdf**
669K

City of Edinburg WWTP Phase-1 Upgrades (BID) - Resolite Roof Panels

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Dec 20, 2023 at 8:38 AM

To: todd@oatesmetaldeck.com

Todd,

Thank you for reaching out this morning. The attached submittal shows the panels that we are about to install on our current project. Let me know if you need any additional information, and I will try to get an answer for you.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Resolite Panel Submittal.pdf

767K

City of Edinburg WWTP Phase-1 Upgrades - BID 01/25/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Tue, Dec 19, 2023 at 2:40 PM

To: Ryan Kunz <rkunz@rpconstructorsinc.com>

Bcc: Scott Hawkins <scott@hrmenv.com>, Jeff Rebenschied <jeff@newmanregency.com>, DEWAYNE <dewayne@mpandcinc.com>, dewayne@mpcinc.us.com

Good morning All,

We will be bidding the above-referenced project, and we would appreciate a quote from your company. Please see the attached plans and specs, and let me know if you have any issues with the files or if you are not interested. These files can also be found on The City of Edinburg website (www.cityofedinburg.com).

Keep in mind that this project is subject to the American Iron and Steel (AIS) requirements. All iron and steel products used for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

 PLANS - EDINBURG.pdf SPECS - EDINBURG.pdf

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Jan 17, 2024 at 8:16 AM

To: sernahector123.hs@gmail.com

Good morning Hector,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: Barry Ehlinger <bblackdog68@gmail.com>

Wed, Jan 17, 2024 at 8:20 AM

Good morning Barry,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Jan 17, 2024 at 8:18 AM

To: sales@vmkmaterials.com, Victor Garza <vgarza@vmkmaterials.com>

Good morning Victor,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: "Trevino, Carlos" <trevinoc@vmcmail.com>

Wed, Jan 17, 2024 at 8:17 AM

Good morning Carlos,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Virus-free.www.avast.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: steven@fmitex.com

Wed, Jan 17, 2024 at 8:20 AM

Good morning Steven,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



Virus-free. www.avast.com



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Jan 17, 2024 at 8:16 AM

To: Jamie <jamie@ssttex.com>

Good morning Jamie,

We will be bidding the above referenced project, and we would appreciate a quote for the following (per ton/delivered):

- Bank Sand
- Caliche (Type "D", Grade 6)
- Pea Gravel

The site address is:

Edinburg Wastewater Treatment Plant
1202 North M. Road
Edinburg, Texas 78542

Thank you,
Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>
To: np.mcallensigns@yahoo.com

Wed, Jan 17, 2024 at 7:50 AM

Good morning Norma,

We will be bidding the above referenced project, and we would appreciate a quote for the project sign. Please see the attached plan sheet, and let me know if you need any additional information.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com



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PROJECT SIGN.pdf
61K



Ryan Kunz <rkunz@rpconstructorsinc.com>

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Dec 20, 2023 at 11:34 AM

To: "Bailey, Francis" <francis.bailey@oldcastle.com>

Good morning Francis,

We will be bidding the above referenced project and would appreciate a quote for the 24" RCP (309 LF). Please see the attached sheet.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

 24 inch RCP.pdf
937K

City of Edinburg WWTP Phase-1 Upgrades - BID 02/01/24 at 2:00 pm

Ryan Kunz <rkunz@rpconstructorsinc.com>

Wed, Dec 20, 2023 at 11:34 AM

To: rpacheco@capatexas.com

Cc: Joel Mendiola <sales@capatexas.com>, Lourdes Torres Sales <ltorres@capatexas.com>

Good morning Rick,

We will be bidding the above referenced project and would appreciate a quote for the 24" RCP (309 LF). Please see the attached sheet.

Thank you,

Ryan W. Kunz
Project Manager
R.P. Constructors, Inc.
9455 IH 35 N.
New Braunfels, TX 78130
(512) 392-5111
rkunz@rpconstructorsinc.com

 **24 inch RCP.pdf**
937K

Client#: 253

RPCON

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 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 Insurepointe of Texas, Inc. 2909 Hillcroft Ste #200 Houston, TX 77057-5848 713 964-0022		CONTACT NAME: Carolyn Ruffeno x 134 PHONE (A/C, No, Ext): 713 964-0022 FAX (A/C, No): 713 964 0044 E-MAIL ADDRESS: cruffeno@insurepointe.com	
INSURED R. P. Constructors, Inc. 9455 IH 35 N New Braunfels, TX 78130		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Allied Property and Casualty Ins Co	NAIC # 42579
		INSURER B: Depositors Insurance Company	42587
		INSURER C: Texas Mutual Insurance Company	22945
		INSURER D: Nautilus Insurance Company	17370
		INSURER E: Colonial County Mutual Insurance	29262
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			GLPO3120277759	01/04/2024	01/04/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BATX3120277759	01/04/2024	01/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$10000			CAD3120277759	01/04/2024	01/04/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001094038	01/04/2024	01/04/2025	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rented/Leased Eqp			CIMP3120277759	01/04/2024	01/04/2025	\$700,000 Any One Item
A	Bullders Risk			CIMP3120277759	01/04/2024	01/04/2025	\$20,000,000 Any One Loc
D	Pollution Liab			CPL203375313	01/04/2024	01/04/2025	\$1,000,000 Ea Poll Cond

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

The General Liability and Automobile policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Workers Compensation and Automobile policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Sample c/o R. P. Constructors, Inc. 9455 IH 35 North New Braunfels, TX 78130	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 <i>Aracelis M. Palmer</i>

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DESCRIPTIONS (Continued from Page 1)

certificate holder that requires it. The General Liability, Workers Compensation and Automobile policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. The General Liability policy includes an endorsement that contains primary and non-contributory wording. The Umbrella policy is following form.

****For Information Only****

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:

February 01, 2024

Printed Name and Title:

Robert C. Pfeiffer, President

Company/Vendor Name:

R.P. Constructors, Inc.

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: R.P. Constructors, Inc.
(Full, correct legal name)
- Address: 9455 N Interstate 35
New Braunfels, Texas 78130-7132
 - Telephone/Fax: 512-392-5111
 - Email address: rpfeiffer@rpconstructorsinc.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3. Yes ☐ No ☒
3. Is your Company authorized and/or licensed to do business in Texas?
Yes ☒ No ☐
4. Where is the Company's corporate headquarters located? New Braunfels, Texas
5. a. Does the Company have an office located in Edinburg, Texas?
4. Yes ☐ No ☒
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ☐ No ☒
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Robert C. Pfeiffer, President
Address: 9455 N Interstate 35, New Braunfels, Texas 78130-7132
Telephone: 512-392-5111
Fax: N/A
Email: rpfeiffer@rpconstructorsinc.com
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒.

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ☒.

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Robert C. Pfeiffer, the undersigned representative of

R.P. Constructors, 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:

Robert C. Pfeiffer, President

TYPE/PRINT NAME AND TITLE:

February 01, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Robert C. Pfeiffer, the undersigned representative of
R.P. Constructors, 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:

Robert C. Pfeiffer, President
TYPE/PRINT NAME AND TITLE:

February 01, 2024
DATE:

SENATE BILL 19 VERIFICATION

I, Robert C. Pfeiffer, the undersigned representative of

R.P. Constructors, 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 regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.


SIGNATURE OF COMPANY REPRESENTATIVE:

Robert C. Pfeiffer, President

TYPE/PRINT NAME AND TITLE:

February 01, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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

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

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

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

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

R.P. Constructors, Inc. / Robert C. Pfeiffer

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

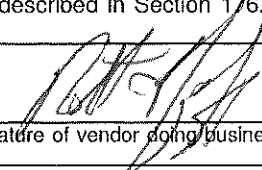
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

February 01, 2024
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R.P. CONSTRUCTORS, INC.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 9455 IH 35 N	Requester's name and address (optional)	
6 City, state, and ZIP code NEW BRAUNFELS, TX 78130		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
7	4		-	2	6	1	6	8 5 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Kristen McFerrin</i>	Date ► <i>February 01, 2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and (JMJ Diaz Corp. DBA JMJ Constructors) ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The WORK required to correct deficiencies and expand the existing plant from 12.3 MGD to 135.5 MGD. There will be four primary construction activities related to the implementation of the project. They are the construction, repair, and upgrade of liquid treatment processing units, 2) the construction, repair, and upgrade of sludge processing units, 3) sitework to improve the plant functionality, and 4) demolition and removal of abandoned facilities. All items of work will include piping, electrical, controls, stairways, walkways, and platforms as necessary to make processing units fully functional. All work will be performed within the confines of the existing WWTP.
- 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: TWDB Project No. 73931 – Phase-1 Upgrades to Existing Wastewater Treatment Plant.

ENGINEER

- 3.01 The Owner has retained Melden and Hunt, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Melden and Hunt, 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 **01/24/2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **04/24/2026**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Substantial Completion / 01/24/2026**
 2. Milestone 2 **Final Completion / 04/24/2026**

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 \$800.00 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 **\$23,300,860.00 for the Lump Sum Bid plus the Additive Alternative.**
- 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).

Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	Construct asphalt paving around the plant facilities. The work includes subgrade, flexible base, and asphalt paving	2,956	SY	\$67.25	\$198,791.00
2	Construct concrete pavement around the solids building, carrousel and blowers. The work includes subgrade, forming, reinforcement, etc.	1,848	SY	\$62.50	\$115,500.00
3	Construct plant sidewalks. The work includes subgrade, forming, reinforcement, etc.	2,203	SF	\$6.00	\$13,218.00
4	Construct new security fencing	353	LF	\$50.00	\$17,650.00
5	Trench Safety on all yardpiping work having an excavation depth greater than five feet.	2,650	LF	\$7.00	\$18,550.00
Unit Price Total					\$363,709.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$23,664,569.00**
- 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.

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- 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 **108** sheets with each sheet bearing the following general title: **Phase 1- Upgrades to the Existing Wastewater Treatment Plant**
 - 7. Addenda (numbers **1, 2, 4 and 4**, 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.

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- c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non- competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month)** **(Date)**, **(Year)** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Myra L. Ayla
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Secretary
(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name: Gerardo Carmona Jr., P.E.
(typed or printed)

Title: Director of Utilities
(typed or printed)

Address:

415 W University Dr.

Edinburg, Texas 78539

Phone: 956-388-8212

Email: gcarmona@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.)

Contractor:

JMJ Diaz Corp DBA JMJ Constructors
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jose Diaz
(typed or printed)

Title: President
(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)

Title: _____
(typed or printed)

Address for giving notices:

JMJ Diaz Corp DBA JMJ Constructors

2005 N Los Ebanos Blvd.

Alton, Texas 78573

Designated Representative:

Name: Jose Diaz
(typed or printed)

Title: President
(typed or printed)

Address:

2005 N Los Ebanos Blvd.

Alton, Texas 78573

Phone: 956-598-6665

Email: jmjconstructors@gmail.com

License No.: _____
(where applicable)

State: _____

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Document 00300

CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in these contract documents, should indicate their intention by signing, dating and returning the form to the address below prior to (January 3, 2024), so that they may receive any addendums to the plans and specifications should the need arise.

Owner: City of Edinburg
Attn: Finance Department
415 W. University Drive
Edinburg, Texas 78541

Engineer: Melden and Hunt, Inc
Attn: Allan F. Booe, P.E.
115 W. McIntyre St..
Edinburg, TX, 78541

Bidder: JMJ Diaz Corp. DBA JMJ Constructors

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Jose L Diaz President
[Please print or type name] [Title]

Address: 2005 N Los Ebanos Blvd
[Mailing]

Alton, TX 78573

[Street, if different]

Telephone: 956-598-6665
[Print or type telephone number]

Fax: N/A
[Print or type telephone number]

Email: jmjconstructors@gmail.com
[Print or type telephone number]

END OF DOCUMENT

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Document 00310

FORM OF PROPOSAL

To: CITY OF EDINBURG

Project No.: 2024-02

Project: Phase-1 Upgrades to Existing Wastewater Treatment Plant

Bidder: [JMJ Diaz Corp DBA JMJ Constructors]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the total of the Lump Sum Bid Items combined with the total of all Unit Price Items represents what we offer as the total bid required to fulfill all requirements of the contract documents. Note that an additive alternative is also being taken as part of the bid.

LUMP SUM BID ITEMS: The Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including sales, consumer use, and other taxes, except as provided below, and overhead and profit, the following:

LUMP SUM BID ITEM #1	
Bidder agrees to furnish and deliver to the Owner all the necessary materials, equipment, and supplies, including installation of all materials, equipment, supplies, all other labor, excavating, filling, insurance, general, administrative and all other miscellaneous costs, overhead and profit to complete the construction of the Expansion and Upgrade Improvements to the Edinburg Wastewater Treatment Plant as shown on the plans and specifications. Do not include the asphalt paving, concrete paving, sidewalks, fencing, or trench safety in this lump sum item. Asphalt paving, concrete paving, sidewalks, fencing, and trench safety will be bid in the Unit Price Bid Items.	\$ 19,579,312.00
LUMP SUM BID ITEM #2	
Miscellaneous Work - Replace four (4) brush aerators at the existing oxidation ditch plant - Repair concrete cracks on the two final clarifiers for the diffused air plant.	\$ 447,548.00

The Contractor shall include in the Contract Price all allowances so named in the cash allowance(s) as set forth below and shall cause the Work so covered to be performed in a manner acceptable to Owner and Engineer.

LUMP SUM BID ITEM #3	
Under this item an allowance is included for the demolition and site restoration work that is required as part of this contract. All demolished material shall be properly disposed of onsite in an area designated by the Owner/Engineer. Said work to be accomplished under this line item will be paid on a time and materials basis with a 15% mark-up.	\$250,000
LUMP SUM BID ITEM #4	
Allowance for miscellaneous improvements made on the project. Payment and reconciliation will be based solely on executed change orders.	\$500,000

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

Total Lump Sum Bid Items 1 thru 4 (in words):

\$ Twenty Million Seven Hundred Seventy-Six Thousand Eight Hundred Sixty Dollars

Total Lump Sum Bid Items 1 thru 4 (in figures): \$ 20,776,860.00

UNIT PRICE BID ITEMS: These unit prices shall be used for measurement and payment for the specific items of work indicated as unit price bid items. The quantities listed are an estimate for the purposes of comparing bids only. Progress and final payment will be made at the unit cost and for the actual measured quantity installed.

Item No.	Description	Quantity	Unit	Unit Cost	Amount
1	Construct asphalt paving around the plant facilities. The work includes subgrade, flexible base, and asphalt paving	2,956	SY	\$67.25	\$198,791.00
2	Construct concrete pavement around the solids building, carousel and blowers. The work includes subgrade, forming, reinforcement, etc.	1,848	SY	\$62.50	\$115,500.00
3	Construct plant sidewalks. The work includes subgrade, forming, reinforcement, etc.	2,203	SF	\$6.00	\$13,218.00
4	Construct new security fencing	353	LF	\$50.00	\$17,650.00
5	Trench Safety on all yardpiping work having an excavation depth greater than five feet.	2,650	LF	\$7.00	\$18,550.00

Total Unit Price Bid Items 1 thru 5 (in words):

\$ Three Hundred Sixty-Three Thousand Seven Hundred Nine Dollars

Total Unit Price Bid Items 1 thru 5 (in figures): \$ 363,709.00

TOTAL PROJECT COST (LUMP SUM BID ITEMS 1 - 4 PLUS UNIT PRICE BID ITEMS 1 - 5)

Total Project Cost (in words):

\$ Twenty-One Million One Hundred Forty Thousand Five Hundred Sixty-Nine Dollars

Total Project Cost (in figures): \$ 21,140,569.00

ADDITIVE ALTERNATIVE: The Bidder is to provide a value for which the bid will be increased should a decision be made to add a coarse bubble diffused air system to replace the disc aerators currently on the Orbal Facility that is being converted to digestion. The Lump Sum additive price shall include but is not limited to the removal of the existing aeration equipment, the modification of structures for the new design, the installation of air piping and diffusers, the installation of blowers, all electrical, instrumentation, and other components to complete a functional aeration system for the proposed digester.

Total Lump Sum Addition for the Additive Alternative (in words):

\$ Two million five hundred twenty-four thousand dollars

Total Lump Sum Addition for the Additive Alternative (in figures): \$ \$2,524,000.00

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion and Final Completion of the work will be achieved within the time indicated in Document 00010 – Advertisement for Bid and as ultimately established in Document 00500 – Contract Agreement. The Date of Contract Commencement will be established by Document 00550 - Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. #1, dated 12/18/2023

Addendum No. #2, dated 01/08/2024

Addendum No. #3, dated 01/23/2024

Addendum No. #4, dated 01/30/2024

Addendum No. _____, dated _____

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[] Document 00411 – Bid Bond (*Form supplied by Bidder*)

[] Document 00420 – Statement of Bidder's Qualifications

[] Document 00423 – Certification to Bidder's Experience & Qualifications

[] Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:Bidder: JMJ Diaz Corp. DBA JMJ Constructors

[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

By: 

[Signature]**

02/01/2024

[Date]

Name: Jose L Diaz

[Please print or type name]

President

[Title]

Address: 2005 N Los Ebanos Blvd, Alton, TX 78573

[Mailing]

Alton, TX 78573

[Street, if different]

Telephone: 956-598-6665

[Print or type telephone number]

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

Document 00411

BID BOND**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

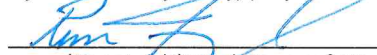
Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used**PART 3 - EXECUTION**

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

00411-1 of 4

Bidder Name: <u>JMJ Diaz, Corp dba JMJ Constructors</u> Address (principal place of business): <u>2005 N Los Ebanos Blvd, Alton, TX 78573</u>	Surety Name: <u>American Alternative Insurance Corporation</u> Address (principal place of business): <u>555 College Road East - P.O. Box 5241</u> <u>Princeton, NJ 08543</u>
Owner Name: <u>The City of Edinburg</u> Address (principal place of business): <u>415 W. University Drive, Edinburg, Texas 78541</u>	Bid Project (name and location): <u>PHASE 1 UPGRADES TO EXISTING</u> <u>WASTEWATER TREATMENT PLANT BID# 2024-02</u> Bid Due Date: <u>February 1, 2024</u>
Bond Penal Sum: <u>Five Percent of the Greatest Amount Bid (5% G.A.B.)</u> Date of Bond: <u>February 1, 2024</u>	
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 <u>JMJ Diaz, Corp dba JMJ Constructors</u> (Full formal name of Bidder)	Surety <u>American Alternative Insurance Corporation</u> (Full formal name of Surety) (Corporate seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>Jose L. Diaz</u> (Printed or typed)	Name: <u>Russ Frenzel</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>Marco Diaz</u> (Printed or typed)	Name: <u>Kim Alia</u> (Printed or typed)
Title: <u>Operations Manager</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**.

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 1st day of February, 2024.

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS**ARTICLE 1—GENERAL INFORMATION**

1.01 Provide contact information for the Business:

Legal Name of Business:	JMJ Diaz Corp. DBA JMJ Constructors		
Corporate Office			
Name:	Marco A Diaz	Phone number:	956-566-3463
Title:	Operations Manager	Email address:	jmjconstructors@gmail.com
Business address of corporate office:	2005 N Los Ebanos Blvd, Alton, TX 78573		
Local Office			
Name:	Marco A Diaz	Phone number:	956-566-3463
Title:	Operations Manager	Email address:	jmjconstructors@gmail.com
Business address of local office:	2005 N Los Ebanos Blvd, Alton, TX 78573		

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:	08/2014	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

Name of business:		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:	Jose L Diaz	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 30,000,000.00
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Marco A Diaz	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Osha Certified General Industry	360 Training	01/01/2026

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

Year	2021			2022			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
JMJ Constructors	.81	0		.79	0		.81	0	

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:	American Alternative Insurance Corporation		
Surety is a corporation organized and existing under the laws of the state of:	TX		
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):	555 College RD East		
	PO BOX 5241		
	Princeton, NJ 08543		

Physical Address (principal place of business):	555 College RD East		
	po box 5241		
	Princeton, NJ 08543		
Phone (main):		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)	
Champlain Specialty Insurance Company		Commercial General Liability	
Texas Mutual Insurance Company		Workers compensation	
Colonial County Mutual Insurance		Automobile Liability	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	IBTX Risk Services		
	32335 US Hwy 281 N Ste 102		
	Bulverde, TX 78163		
Physical Address (principal place of business):	IBTX Risk Services		
	32335 US Hwy 281 N Ste 102		
	Bulverde, TX 78163		
Phone (main):	210-697-2218	Phone (claims):	210-697-2218

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	25 Workers
Estimate of revenue for the current year:	\$10,000,000.00
Estimate of revenue for the previous year:	\$8,500,000.00

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

Years of experience with projects like the proposed project:			
As a general contractor:	9 years	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: JMJ Diaz Corp. DBA JMJ Constructors

(typed or printed name of organization)

By: _____

(individual's signature)

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Date: 02/01/2024

(date signed)

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

Attest: _____

(individual's signature)

Name: Marco A Diaz

(typed or printed)

Title: Operations Manager

(typed or printed)

Address for giving notices:

2005 N Los Ebanos Blvd, Alton, TX 78573

Designated Representative:

Name: Jose L Diaz

(typed or printed)

Title: President

(typed or printed)

Address:

2005 N Los Ebanos Blvd, Alton, TX 78573

Phone: 956-522-5904

Email: jmjconstructors@gmail.com

Schedule A—Current Projects

Name of Organization	JMJ Diaz Corp. DBA JMJ Constructors						
Project Owner	Inotiv (Envigo)		Project Name	Envigo WWTP Expansion			
General Description of Project	Wastewater treatment plant expansion						
Project Cost	\$3,195,402.98		Date Project	11/2022			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Enrique Cruz		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Inotiv		Owner		Inotiv	361-207-3205	Dennis.Dietz@inotivco.com
Designer	James Miertschin & Associate		Engineer		Engineering Firm	512-217-2438	jm@jmaenv.com
Construction Manager	Dennis Dietz		Project Manager		Inotiv	361-207-3205	Dennis.Dietz@inotivco.com

Project Owner	Sharyland Water Supply Corp		Project Name	SWSC Reservoir Berm Relocation project			
General Description of Project	Relocation of the North Berm						
Project Cost	\$2,425,550.00		Date Project	06/2023			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Javier Sanchez		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Sharyland Water supply Corp		Owner		Sharyland Water Supply Corp	956-585-6081	jgarza@sharylandwater.com
Designer	Garver Engineering		Engineering Firm		Engineering Firm	956-734-2399	masalinas@garverusa.com
Construction Manager	Rafael De La Rosa		SWSC Engineer		Sharyland Water Supply Corp	956-585-6081	jgarza@sharylandwater.com

Project Owner	City of Alamo		Project Name	City of Alamo WWTP Improvements			
General Description of Project	Construction of new WWTP						
Project Cost	\$10,187,438.00		Date Project	07/2019			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jose L Diaz		Javier Sanchez		Marco A Diaz	Jorge Rios	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	City of Alamo		Owner		City Of Alamo	956-787-0006	bsalinas@alamotexas.org
Designer	Enprotec Hibbs & Todd		Engineering Firm		Engineering Firm	325-698-5560	joshua.berryhill@e-ht.com
Construction Manager	Joshua Berryhill		Engineer		Engineering Firm	325-698-5560	joshua.berryhill@e-ht.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	JMJ Constructors				
Project Owner	City of McAllen	Project Name	Datepalm Lift Station		
General Description of Project	Rehab on the Datepalm Lift Station				
Project Cost	\$27,845.00	Date Project	11/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen	Owner	City of McAllen	956-681-3111	Pgray@Mcallen.net
Designer	City of McAllen Engineering	Engineering	City of McAllen	959-681-1770	Pgray@Mcallen.net
Construction Manager	Patrick Gray	Engineer	City of McAllen Engineering	956-681-1772	Pgray@Mcallen.net

Project Owner	Delta Lake Irrigation District		Project Name	Delta Lake Irrigation District Project	
General Description of Project	Conversation of a pipeline irrigation canal				
Project Cost	\$1,078,000.00	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Delta Lake irrigation	Owner	Delta Lake Irrigation	956-262-2101	Troy@deltalakeid.org
Designer	SWG & Associates	Engineering Firm	Engineering Firm	956-968-2194	randy@siglerwinstongreenwood.com
Construction Manager	Randy Winston	Engineering Firm	SWG & Associates	956-968-2194	randy@siglerwinstongreenwood.com

Project Owner	Agua Special Utility District		Project Name	Havana Water Treatment Plant Improvements	
General Description of Project	Water Treatment Plant Improvements				
Project Cost	\$1,116,387.00	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Enrique Cruz	Giovanni Diaz	Jose L Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Agua SUD	Owner	Agua SUD	956-585-2459	pperez@aguasud.com
Designer	M2 Engineering, PLLC	Engineering Firm	Engineering Firm	956-227-5327	milo@m2-engineers.com
Construction Manager	Milo Salinas	Engineer	M2 Engineering, PLLC	956-227-5327	milo@m2-engineers.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	JMJ Constructors				
Project Owner	North Alamo Water Supply Corporation	Project Name	North Alamo Water Supply Corporation		
General Description of Project	Build in Reservoir and install of liner				
Project Cost	\$3,232,245.79	Date Project	12/2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Javier Sanchez	Giovanni Diaz	Jose L Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	North Alamo Supply Corp	Owner	North Alamo Supply Corp	956-383-1618	gluna@nawsc.com
Designer	Melden and Hunt Inc.	Engineering Firm	Engineering Firm	956-381-0981	mike@meldenandhunt.com
Construction Manager	Mike Hernandez	Project Manager	Melden and Hunt Inc.	956-381-0981	mike@meldenandhunt.com

Project Owner	Harlingen waterworks system		Project Name	Metal Building and concrete foundation for Sludge dewatering facility	
General Description of Project	Install of a concrete foundation and metal building for sludge dewatering facility				
Project Cost	\$927,600.00		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Enrique Cruz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Harlingen Waterwork System	Owner	Harlingen Waterwork System	956-430-6100	getrevino@hwws.com
Designer	Garver Engineering	Engineering Firm	Engineering Firm	979-321-7741	MDweaver@garverusa.com
Construction Manager	Gabriel Trevino	Engineer for HWWS	Harlingen waterworks system	956-430-6110	getrevino@hwws.com

Project Owner	Hidalgo County Irrigation Distrtict #2		Project Name	HCID #2 Relift Pumping plant Improvements	
General Description of Project	Rehab of pump staion				
Project Cost	\$1,768,272.85		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose L Diaz	Juan Diaz	Marco A Diaz	Marco A Diaz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County Irrigation #2	Owner	HCID#2	956-787-1422	sh_hcid2@sbcglobal.net
Designer	Alfonso A. Gonzalez	Engineer	Engineering Firm	956-540-9619	Alfonso@marciappia.com
Construction Manager	Alfonso A. Gonzalez	Engineer	Engineering Firm	956-540-9619	Alfonso@marciappia.com

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose L Diaz	
Years of experience as project manager		15 Years	
Years of experience with this organization		8 years	
Number of similar projects as project manager		30	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Alamo WWTP Improvements		In progress	June 2024
Envigo WWTP Expansion		In progress	March 2024
Gateway MUD Project		In progress	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mike Hernandez	Name	Scott Hawkins
Title/Position	Project Manager	Title/Position	Vendor
Organization	Melden and Hunt Inc.	Organization	HRM Enviornmental
Telephone	956-380-0981	Telephone	281-923-2023
Email	mike@meldenandhunt.com	Email	Scott@hrmenv.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	Project Manager	Candidate's role on project	Sales reprentative
Project Superintendent			
Name of individual		Javier Sanchez	
Years of experience as project superintendent		5 Years	
Years of experience with this organization		6 Years	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SWSC Reservoir Berm Relocation project		In progress	July 2024
City of Alamo WWTP Improvements		In progress	June 2024
NAWSC 7K Emergency Line		80% used	November 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Mike Hernandez
Title/Position	President	Title/Position	Project Manager
Organization	JMJ Constructors	Organization	Melden and Hunt Inc.
Telephone	956-598-665	Telephone	956-380-0981
Email	jmjconstructors@gmail.com	Email	mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Project Manager

Safety Manager			
Name of individual		Marco A Diaz	
Years of experience as project manager		3 Years	
Years of experience with this organization		3 Years	
Number of similar projects as project manager		10 Projects	
Number of similar projects in other positions		10 Projects	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Alamo WWTP Improvements		In progress	March 2024
Gateway MUD Project		In progress	December 2024
SWSC Reservoir Berm Relocation project		In progress	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Mike Hernandez
Title/Position	President	Title/Position	Project Manager
Organization	JMJ Constructors	Organization	Melden and Hunt Inc.
Telephone	956-598-6665	Telephone	956-381-0981
Email	jmjconstructors@gmail.com	Email	mike@meldenandhunt.com
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Jorge Rios	
Years of experience as project superintendent		1 Year	
Years of experience with this organization		1 Year	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		8	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
NAWSC 7K Emergency Line		80%	November 2023
Envigo WWTP Expansion		In progress	March 2024
SWSC Reservoir Berm Relocation project		In progress	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose L Diaz	Name	Marco Diaz
Title/Position	President	Title/Position	Operations Manager
Organization	JMJ Constructors	Organization	JMJ Constructors
Telephone	956-598-6665	Telephone	956-566-3463
Email	jmjconstructors@gmail.com	Email	Marco.diaz@jmjconstructors.org
Project	Various Projects	Project	Various Projects
Candidate's role on project	General Superintendent	Candidate's role on project	Operations Manager

END OF DOCUMENT

DOCUMENT 00423

**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 01 day of Feburary, 2024.

Jose L Diaz

Name of Bidder



Signature of Bidder

President

Title of Signatory

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DOCUMENT 00425

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 #)
Grade Lazer	Yes	N/A
Pump #1	Yes	N/A
Pump #2	Yes	N/A
99 SCHWING CONCRETE PUMP	Yes	N/A
Loader BH Case 580SM II	Yes	N/A
772 CH JD MOTORGRADER	Yes	N/A
06 GROOVE 40 TON CRAIN	Yes	N/A
02 JOHN DEERE 410G BH	Yes	N/A
92 CAT 613C ELEVATING MO	Yes	N/A
06 JOHN DEERE 350 DLC	Yes	N/A
XCMG COMPACTOR	Yes	N/A
1980 BELLY DUMP TRAILER	Yes	N/A
330 CAT ESCAVATOR	Yes	N/A
CASE 850M CRAWLER DOZER	Yes	N/A
JOHN DEERE 85G EXCAVATOR	Yes	N/A
CASE CX250 EXCAVATOR	Yes	N/A

[illegible]

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CITY OF EDINBURG

EQUIPMENT & MATERIAL SUPPLIERS LIST

Executed this: 01 Day of: February 20.24

By: JMJ Diaz Corp. DBA JMJ Constructors Jose L Diaz
BIDDER

Title: President 

NOTARY PUBLIC

State of Texas

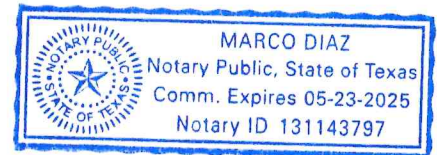
County of: Hidalgo

Subscribed and sworn to before me this: 1st of February, 2024



NOTARY PUBLIC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

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

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

PRODUCER IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	CONTACT NAME: Alba Enamorado PHONE (A/C, No, Ext): 214-989-7100 E-MAIL ADDRESS: service@ib-tx.com	FAX (A/C, No): 210-696-8414
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Champlain Specialty Insurance Company		16834
INSURER B : Texas Mutual Insurance Company		22945
INSURER C : Colonial County Mutual Insurance Company		29262
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1216302395 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CSARCGL000012002	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ACP BA013058653076	2/23/2023	2/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CSARCEL000012102	2/23/2023	2/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	0001273544	2/23/2023	2/23/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto policies include blanket additional insured endorsements (CG2010 10/01, CG2037 10/01, CA0001 10/13) as required in a written contract with the Named Insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsements (CG2404 05/09, CA0001 10/13, WC420304B) as required in a written contract with the Named Insured. Primary Noncontributory wording per attached endorsements (CIS CGL 4026 12/15). Cancellation provisions-see attached (WC420601, CIS CGL 10011 05 17). Umbrella is follow form of the General Liability, Auto and Work Compensation policies subject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss
Location And Description of Completed Operations: Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/23/2023 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001273544 of Texas Mutual Insurance Company effective on 2/23/2023

Issued to: JMJ DIAZ, CORP.

DBA: JMJ CONSTRUCTORS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date:

Policy No.:

Endorsement No.:

Named Insured:

Authorized Representative _____

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/23/2023 ! at 12:01 a.m. standard time, forms a part of:

Policy no. 0001273544 of Texas Mutual Insurance Company effective on 2/23/2023

Issued to: JMJ DIAZ, CORP.

DBA: JMJ CONSTRUCTORS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The scheduled designated persons or organizations noted below will be given thirty (30) days notice of cancellation, except as respects non-payment of premium, for which ten (10) days notice will apply.

SCHEDULE

See Certificate Holder

The failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date:

Policy No.:

Endorsement No.:

Named Insured:

Authorized Representative_____

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by

an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any

of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault,

required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work

performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and

- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by



its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other

authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".



C. Limits Of Insurance

1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
- 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 - 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;



- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

02/01/2024

Company/Vendor Name:

JMJ Diaz Corp. DBA JMJ Constructors

Printed Name and Title:

Jose L Diaz / President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: JMJ Diaz Corp. DBA MJM Constructors
(Full, correct legal name)
• Address: 2005 N Los Ebanos Blvd, Alton, TX 78573

• Telephone/Fax: 956-598-6665
• Email address: jmjconstructors@gmail.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3. Yes ☐ No ☒
3. Is your Company authorized and/or licensed to do business in Texas?
Yes ☒ No ☐
4. Where is the Company's corporate headquarters located? Alton, TX
5. a. Does the Company have an office located in Edinburg, Texas?
4. Yes ☐ No ☒
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
____ (years) ____ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ☐ No ☒
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
Name: Jose L Diaz
Address: 2005 N Los Ebanos Blvd, Alton, TX 78573
Telephone: 956-522-5904
Fax: _____
Email: jmjconstructors@gmail.com
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒.

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ☒.

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, 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:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Jose L Diaz, the undersigned representative of
JMJ Diaz Corp. DBA JMJ Constructors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
 - a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Jose L Diaz / President

TYPE/PRINT NAME AND TITLE:

02/01/2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
N/A

Signature of vendor doing business with the governmental entity

02/01/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.A.

Interlocal Amendment No. 2 with City of McAllen for the Jackson Hike and Bike Trail - Phase II

1. Agenda Item:

Consider Authorizing the City Manager to Execute Amendment No. 2 to the Interlocal Agreement Between the City of Edinburg and the City of McAllen for Jackson Hike and Bike Phase 2 and Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

On September 17, 2019, the Edinburg City Council approved an interlocal agreement with the City of McAllen for the Jackson Hike and Bike Trail Phase II project. With this agreement, the overall project was estimated and established at \$1,189,163.77. Edinburg contributed \$415,044.17, McAllen contributed \$373,887.60, and RGVMPPO allocated funds for \$400,232.00.

The project went out for bids in September 2023. On October 2023, the City of McAllen received bids for the project, reaching a total of \$2,683,776.55, with an additional \$67,000.00 designated for construction materials testing. This accumulates to a comprehensive project cost of \$2,750,776.55.

The RGVMPPO will allot \$808,232.00 in grant funding, leaving a residual contribution of \$1,188,341.45 from the City of McAllen and \$754,203.10 from the City of Edinburg. These contributions are specific to their respective city limits.

On January 02, 2024, the Edinburg City Council approved amendment no. 1 to the interlocal agreement in the amount of \$754,203.10 due to the new project cost.

The Jackson Hike and Bike Trail Phase II project connects the existing Jackson Trail at the intersection of Jackson Rd and Wisconsin Rd to the City of McAllen along Wisconsin Road. As part of this design the City of Edinburg agreed to build a section of trail along Wisconsin Road between McColl Road and Jackson Road. This was to be accomplished as a partnership with the proposed adjacent development.

During the project development stage, a subdivision, IDEA Gateway Public School, was recorded. It was anticipated for a sidewalk to be built on the exterior perimeter of this property at the building permit stage and thus, only a few additional feet in width would be requested by the City of Edinburg with cost-sharing to connect to the trail project. In recent weeks, the Planning and Zoning Department has received a request to abandon the plat, as the project for IDEA subdivision will not continue. This implies that Jackson Hike and Bike Phase II Project would need to include this area to connect the project and has a length of approximately 1,100 ft.

To meet the project timelines staff proposes to have the current project contractor construct the trail. City staff is requesting to amend the agreement to reflect an additional cost of building the trail along Wisconsin road between Jackson Road and the railroad tracks for an additional amount of \$189,555.00 for a total amount of \$943,758.70.

The subsequent amendment is in the total amount of \$189,555.00. Funding is available through the Capital Projects Fund 137.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute Amendment No. 2 to the Interlocal Agreement Between the City of Edinburg and the City of McAllen for Jackson Hike and Bike Phase 2 and Execute Any Documents Related Thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Patrizia Longoria, Engineer
II

Attachments:

- A. Amendment 2 to IA re Jackson Hike and Bike
- B. Exhibit

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT NUMBER 2 TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF EDINBURG AND CITY OF MCALLEN CONCERNING
JACKSON ROAD HIKE & BIKE PROJECT PHASE II**

This first Amendment to the Interlocal Cooperation Agreement Between the City of Edinburg (“Edinburg”) and City of McAllen (“McAllen”) Concerning Jackson Road Hike & Bike Project Phase II (the “Agreement”) is entered into by and between McAllen and Edinburg.

WHEREAS, on September 17, 2019, Edinburg and McAllen approved the Agreement for the development and construction of the Jackson Road Hike & Bike Project Phase II; and,

WHEREAS, the original agreement states that McAllen and Edinburg will cooperatively seek to fund the construction and ROW cost of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT; and,

WHEREAS, The project development cost will be \$2,750,776.55 of which Edinburg will contribute \$754,203.10; McAllen, \$1,188,341.45 and RGVMPO, \$808,232.00.; and,

WHEREAS, Edinburg desires to amend the Agreement to reflect an additional cost of building the trail along Wisconsin Road between Jackson Road and the Rail Road tracks in the amount of \$189,555.00; and,

NOW, THEREFORE, the Agreement Paragraph 3, is hereby amended to be read in its entirety as follows:

3. The project development cost will be \$2,940,331.55 of which Edinburg will contribute \$ 943,758.10; McAllen, \$1,188,341.45 and RGVMPO, \$808,232.00.

All other provisions of the Agreement remain in full force and effect.

This Amendment to the Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this day of , 2023.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

CITY OF MCALLEN

By: _____
Roel Rodriguez, City Manager

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

ATTEST:

By: _____
Ascension Alonzo, Finance Director

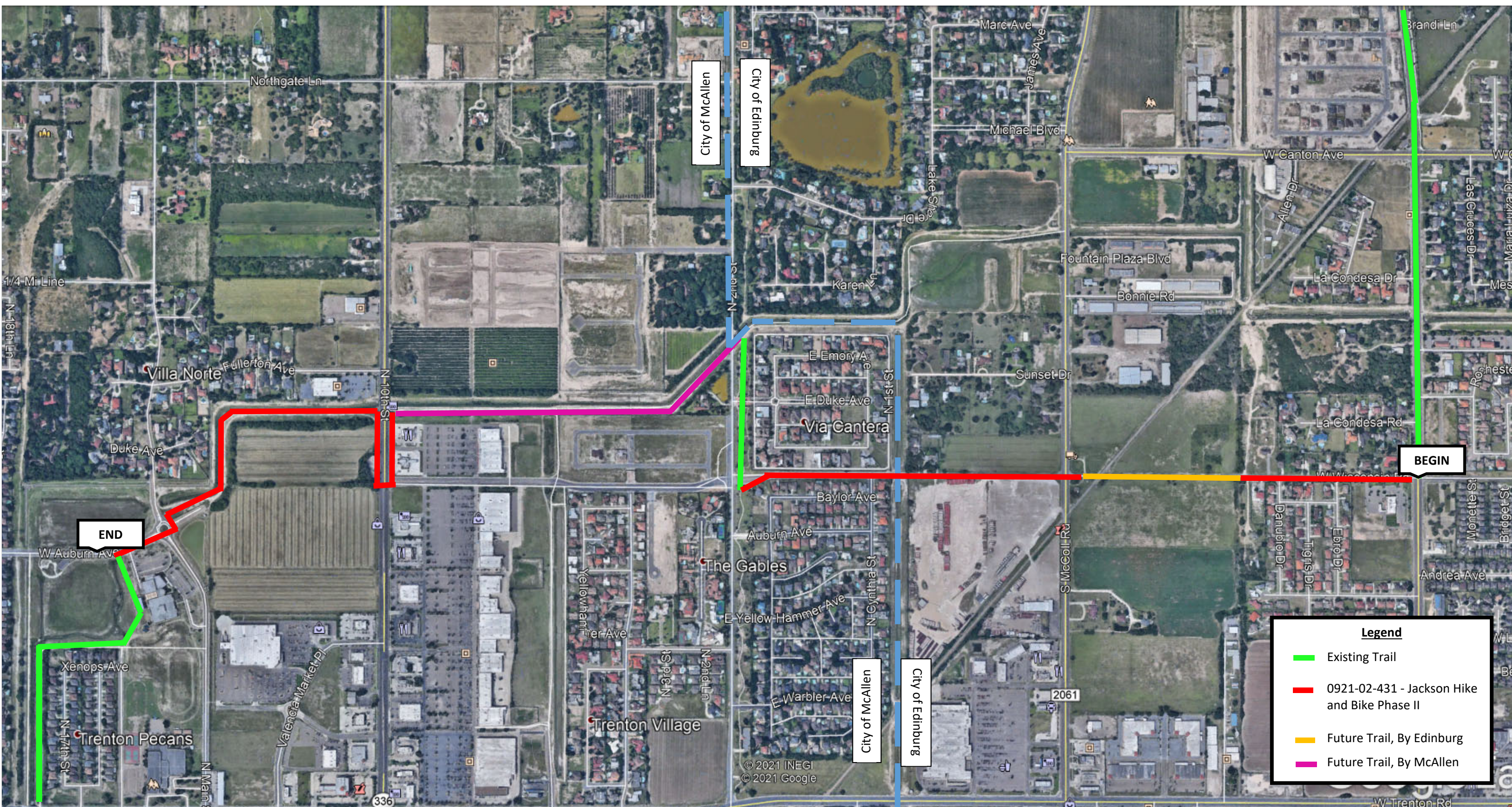
APPROVED AS TO FORM:
The Omar Ochoa Law Firm

By: _____
Omar Ochoa, City Attorney

APPROVED AS TO FORM:

By: _____
Isaac Tawil, City Attorney

Proposed Jackson Hike & Bike Trail- Phase II





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.B.

EECBG - Energy Action Plan

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Energy under the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program and to Execute all Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. Description:

The U.S. Department of Energy (DOE) is soliciting grant applications for the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program. This initiative aims to support projects and initiatives geared towards reducing carbon emissions, enhancing energy efficiency, and curbing energy consumption. The EECBG Program was announced on January 20, 2023. The City has been allocated \$153,020.00 which was calculated by the DOE's formula using the City's population and requires no local match.

The Engineering Department is seeking funds for an Energy Efficiency and Conservation Strategy (Energy Action Plan) that will catalog existing energy consumption of City buildings and articulate energy efficient goals and strategies. The application is due on April 30, 2024 and the award announcement is anticipated for Summer 2024. The period of performance for projects will be two years.

If awarded, procurement will adhere to federal, state, and City procurement policies.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve resolution authorizing the City Manager to submit a grant application to the Department of Energy Under the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program and to execute all grant documents relating thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer

Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Engineer III

Attachments:

A. FY 2023 EECBG Resolution

B. GAD Pre-Award Stakeholder Grant Summary 4.4.24

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF ENERGY UNDER THE FISCAL YEAR 2023 ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM AND TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the U.S Department of Energy is soliciting grant applications for the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program to fund projects that cut carbon emissions, improve energy efficiency, and reduce energy use; and

WHEREAS, the City of Edinburg is applying for the development of an Energy Efficiency and Conservation Strategy (Energy Action Plan), and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the U.S. Department of Energy funds, the City of Edinburg assures that the funds will be returned to the U.S Department of Energy in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes and designates the City Manager, as the City's authorized official, to submit the grant application to the U.S. Department of Energy, for the Fiscal Year 2023 Energy Efficiency and Conservation Block Grant (EECBG) Program, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 16th day of April 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice L. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney



**Grants Administration Department
Pre-Award Stakeholder Grant Summary**

This Grant Summary is to be used to secure approvals for grant development and local match commitments, if any. Grant development cannot proceed until approvals are received.

Grant Overview	
Grant	FY 2023 Energy Efficiency and Conservation Block Grant Program
Funding Agency	US Department of Energy; State & Community Energy Programs
Grant Purpose	Funds project and programs that cut carbon emissions, improve energy efficiency, and reduce energy use through vouchers and grants.
Proposed Project Description	Seeking funds for an Energy Efficiency and Conservation Strategy (Energy Action Plan) that will catalog existing energy consumption of City buildings and articulate energy efficient goals and strategies.
Implementing Department(s)	Engineering
Approximate Grant Request	\$ 153,020
Approximate Local Match	\$ No match
Approximate Total Project Cost	\$ 153,020
Source of Local Match	N/A
Match Required by	N/A
Deadline	4/30/2024
Anticipated Award Date	Summer 2024
Anticipated Period of Performance	2 years
Project identified in the CIP?	No

Summary Budget Information			
Item/Category	Grant Funds	Match	Total
Energy Action Plan	153,020	0	153,020

Approvals

Director of Grant's Implementing Department

Date

Director of Grant Administration

Date

Director of Finance

Date

City Manager

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.C.

Amendment No. 1 Professional Engineer Services Wastewater System Improvement

1. Agenda Item:

Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and Melden & Hunt Inc. for Professional Engineering Service for Wastewater System Improvement to Incorporate a Phased Schedule and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

On April 6, 2021, the City Council approved an Agreement with Melden and Hunt, Inc. for the Wastewater System Improvements. The agreement was composed of (1) Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board. (2) Provide basic services and special services related to the upgrades and expansion of the existing Waste Water Treatment Plant. (3) Provide basic services and special services related to the construction of a new wastewater treatment plant. and (4) Provide basic services and special services related to the construction the collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant.

This revision will split the project into two phases and integrate a schedule based on these phases to align with the current approved Texas Water Development Board Budget for Professional Services for Phase 1 will consist of (1) Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board. (2) Provide basic services and special services related to the upgrades and expansion of the existing Waste Water Treatment Plant. (3) Provide basic services and special services related to the design of a new wastewater treatment plant. and (4) Provide basic services and special services related to the design of the collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant in the amounts listed below listed below:

Phase 1 - \$3,387,000.00

Phase 2 - \$683,000.00

The issuance of Phase 2 engineering services will consist (1) Provide basic services and special services related to the construction of a new wastewater treatment plant. and (2) Provide basic services and special services related to the construction the collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant, however, the issuance of Phase 2 engineering services and fees are contingent upon additional funding by the Texas Water Development Board. Consultant understands and agrees that Phase 2 fees are not guaranteed and that Consultant will provide Phase 2 services only after written notice from the City. The Engineering Services are for the new wastewater treatment plant and the new sewer lines to deliver sewer to the new waste water treatment plant.

3. Staff's Recommendation:

Approve Authorizing Amendment Number One (1) to the Agreement Between the City of Edinburg and Melden & Hunt Inc. for professional Engineering Service for Wastewater System

Improvement to incorporate a phased schedule and Authorized the City Manager to Execute any Related Documents Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Amendment No 1 Melden and Hunt Inc.

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

AMENDMENT NUMBER 1 TO AGREEMENT
BETWEEN THE CITY OF EDINBURG AND MELDEN
AND HUNT INC FOR PROFESSIONAL
ENGINEERING SERVICES FOR WASTEWATER
SYSTEM IMPROVEMENT

AMENDMENT NUMBER 1

This Amendment Number 1 to the Agreement is entered into by and between the City of Edinburg (hereinafter called "**City**"), and Melden and Hunt Inc. (Hereinafter referred to as "**Consultant**").

RECITALS

WHEREAS, on April 16, 2021 the City of Edinburg City Council approved an Agreement with Melden and Hunt Inc. for Engineering Services pursuant to RFQ No. 2020-009, for the Wastewater System Improvements (hereinafter referred to as the "Agreement"), more specifically described in "Exhibit A"; and

WHEREAS, the City has determined it is necessary to divide the professional services and corresponding fees into phases due to the particular details and requirements of the Texas Water Development Board's funding of the project, as detailed in "Exhibit B"; and

WHEREAS, the Consultant agrees to divide the professional services into phases as proposed and the City and Consultant now desire to amend the Agreement to reflect these phases; and

NOW, THEREFORE, the Agreement, Section V Payment and Fees and other corresponding fee provisions, is hereby amended to divide the fees for professional services into phases for the Engineering Services for Wastewater System Improvements, the phases of which are described and detailed in Exhibit B:

1. The City shall pay a sum not to exceed \$3,387,000.00 for services to be performed for Phase 1. which will consist of (1) Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board. (2) Provide basic services and special services related to the upgrades and expansion of the existing Waste Water Treatment Plant. (3) Provide basic services and special services related to the design of a new wastewater treatment plant. and (4) Provide basic services and special services related to the design the collection system improvements to redirect wastewater flow to the new wastewater

treatment plant to offload the existing plant

2. The City shall pay a sum not to exceed \$683,000.00 for services to be performed for Phase 2 which will consist of (1) Provide basic services and special services related to the construction of a new wastewater treatment plant. and (2) Provide basic services and special services related to the construction the collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant; however, the issuance of Phase 2 engineering services and fees are contingent upon additional funding by the Texas Water Development Board. Consultant understands and agrees that Phase 2 fees are not guaranteed and that Consultant will provide Phase 2 services only after written notice from the City. The Engineering Services are for the new wastewater treatment plant and the new sewer lines to deliver sewer to the new waste water treatment plant.

All other provisions of the Original Agreement not specifically in conflict with this Amendment shall remain unchanged.

This Amendment to the Original Agreement is signed below by the duly authorized representative of the parties.

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)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

MELDEN AND HUNT, INC.

BY: _____
Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
(956) 381-0981
abooe@meldenandhunt.com

Attachments: Exhibit "A" – Original Agreement
Exhibit "B" – Proposal

EXHIBIT "A" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER SYSTEM IMPROVEMENT

**EXHIBIT "B" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**

**EXHIBIT "A" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**



CONTRACT NO.
C-265-21

City Council Approved:

April 6, 2021

To:

Ron Garza, City Manager/Marissa
Gerardo Carmona, Utilities Director/Vanessa
Dagoberto Soto, Finance Director/Lorena
Myra L. Ayala, City Secretary
Joe Rios, Central Files



From:


Martha Jenkins, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540

Phone: (956) 388-8208

Fax: (956) 292-2113

Email: legal@cityofedinburg.com

Agreement between the City of Edinburg and Melden & Hunt, Inc., for Professional Engineering Services for Wastewater System Improvements, for a new Waste Water Treatment Plant, upgrades and rehabilitation to the existing Wastewater Treatment Plant, and upgrades to the existing Wastewater collection system, in the amount not to exceed \$4,070,000.00.

Comment:

06-16-21 Omar, please approve.

06-16-21 Marissa, please have City Manager sign and return to me for further processing.

06-17-21 Myra, please attest and return all originals to me for further processing.

06-17-21 Lorena, attached is the Form 1295 for processing **VIA EMAIL ONLY.**

06-17-21 Vanessa, an original for your files – please provide a copy to Melden & Hunt.

06-17-21 Joe, an original for Central Files.



MEMORANDUM

DATE: June 15, 2021
TO: Ron Garza, City Manager
FROM: Gerardo Carmona Jr. P.E., Director of Utilities CJC

SUBJECT: AGREEMENT BETWEEN THE CITY OF EDINBURG AND MELDEN AND HUNT, INC FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER SYSTEM IMPROVEMENT

Attached you will find the agreement for Professional Engineering Services for RFQ 2020-009, Professional Engineering Services for the New WasteWater Treatment Plant Upgrades , Rehabilitation to the existing Wastewater Treatment Plant, and upgrades to the existing Wastewater Collection System for review and approval. The total amount is not to exceed \$4,070,000.00.

Attachments requiring signatures:

2 CONTRACTS

☒ Approved by City Council on [4/6/21]

☒ City Council approved final form of the agreement on [4/6/21]

☐ Approval by City Council not required

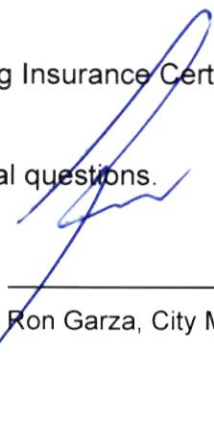
☒ Meets purchasing requirements

☒ This item is Budgeted

☒ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Omar Ochoa, City Attorney

Approved by: 
Ron Garza, City Manager

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND MELDEN AND HUNT, INC
CITY OF EDINBURG	§	FOR PROFESSIONAL ENGINEERING
		SERVICES FOR WASTEWATER SYSTEM
		IMPROVEMENTS

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and Melden and Hunt, Inc (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for Professional Services, the Consultant shall provide services as defined, scheduled, and authorized. Services may include, but not be limited to Engineering Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection with a multi phased project to address necessary improvements for the wastewater system. The four phases are as follows:

1. Planning, Environmental, and Application submittal required for CWSRF funding from the Texas Water Development Board.
2. Provide basic services and special services related to the upgrade and expansion of the existing wastewater treatment plant.
3. Provide basic services and special services related to the construction of a new wastewater treatment plant.
4. Provide basic services and special services related to the construction of collection system improvements to redirect wastewater flow to the new wastewater treatment plant to offload the existing plant.

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II **SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, required and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

A. Consultant shall perform the Services described in **Exhibit "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. In addition, the activities within the schedule will contain the start and estimated duration of the task. This schedule will be updated each month and submitted to the City with the monthly pay request. 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. The Consultant will submit other information, such as actual hours expended, as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by the Consultant for the specific purpose intended, shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City or others acting through the City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **\$4,070,000.00** for services to be performed under this Agreement. City shall pay Consultant for services rendered on a lump sum basis and in the manner set forth in this agreement and **Exhibit "B"**. Consultant shall submit monthly invoices to the City based upon the percentage of completion of the fee schedule task indicated in Exhibit "B". Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Consultant is responsible;

e. City, based on Consultant's conduct in the performance or furnishing of Services, has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement based on Consultant's conduct in the performance or furnishing of Services;

g. City has been required to correct defective Services or has accepted defective Services as a result of Consultant's conduct in the performance or furnishing of Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) sixty (60) months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement. Upon termination, the City shall pay the Consultant for all Services rendered to the date of termination based upon the schedule set out in **Exhibit "B"** and taking into consideration the percentage completion of the project at the date of termination.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury

\$100,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 aggregate
or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate
or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "D" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant

shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Consultant and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral

mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

B. No officer, employee, or agent of the Consultant shall have individual liability to the City.

SECTION XII

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII

NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV

SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV

NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Consultant:

Melden and Hunt, Inc.
115 W. McIntyre Street
Edinburg, Texas 78541
Attn.: Allan F. Booe, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 6th 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)383-5661
Fax: (956)383-7111

MELDEN AND HUNT, INC.

BY: _____

Allan F. Booe, P.E.
Vice President
115 W. McIntyre St.
Edinburg, Texas 78541
Phone: (956)-381-0981
email: abooe@meldenandhunt.com

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



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

BY: _____

Omar Ochoa, City Attorney

Attachments: Exhibit "A" Scope of Services and Proposal
 Exhibit "B" Fee Schedule
 Exhibit "C" Hourly Rate Schedule
 Exhibit "D" Insurance

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENTS

BACKGROUND The City of Edinburg is endeavoring to plan, design, and fund a project to construct improvements to the wastewater system. The proposed project is multi-phased having three phases. Phase 1 will be to correct deficiencies at the existing WWTP. Currently the existing plant is permitted for 12.3 MGD; however, the pollutant parameters are exceeded when flows are beyond 9.3 MGD. The project will be to make improvements necessary to meet all permit parameters at a flow of 13.5 MGD. The 2nd and 3rd project phases will be implemented simultaneously. The 2nd phase will be to construct a new 4.5 MGD plant on the north side of the City's service area. The 3rd phase will provide for the construction of collection system improvements that will divert as much as 3.03 MGD of existing flow to the new plant thereby offloading the existing plant. The project is expected to be funded in part through the Texas Water Development Board's (TWDB) Clean Water (CWSRF) State Revolving Fund program and/or other funding agencies. The scope of services outlined below are related to the required engineering services for planning, acquisition, design and construction administration of the indicated sewer improvements.

PLANNING AND FUNDING SERVICES

- A. Prepare the CWSRF financial assistance application for the project. The City will engage and pay for the Financial Advisor and Bond Council required for the application. MHI will incorporate the provided data into a final complete application
- B. MHI will prepare an Engineering Feasibility Report in accordance with the requirements of TWDB – 0556.
- C. MHI will prepare an Environmental Information Document in accordance with TWDB - 0801
- D. MHI will prepare other forms as necessary for the completion of the application.

BASIC SERVICES

A. DESIGN SERVICES

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for each of the three projects.

A.1 Workshops

Organize, coordinate and conduct six workshops, participants include the Edinburg Staff and appropriate members of the Melden and Hunt's team. The purpose of the workshops is to present, discuss and develop project design concepts, equipment selection, instrumentation and control strategies, site improvements, and other issues related to the final design of the projects.

A.2 Coordination Meetings

Meet with power, telephone, gas, cable and other utilities to inform them of the project, and to coordinate the location of their facilities in an effort to include all utility information on the plans. The locations that are to be shown will be taken from existing records and the best information available from existing plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either Edinburg or the Engineer for their accuracy or completeness.

A.3 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 22 x 34-inch bond paper with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

A.4 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

A.5 PROGRESS SUBMITTALS

Progress submittals for Edinburg's review shall be made at the Design Development and Final Design stages. Copies of the Drawings shall be provided to the Texas Water Development Board for each submittal.

A.5.1 The Design Development submittal (approximately 50 percent complete) shall include drawing of all major elements of the proposed facilities to be constructed. This submittal will also include preliminary copies of all technical specifications to be used on the specific Project. Edinburg's review comments shall be returned to the ENGINEER within 21 days of receipt of the Design Development submittal. Upon receipt of comments from Edinburg, Melden and Hunt, Inc. will meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff shall be combined with the results of the ENGINEER's internal design checking and Technical Review Committee and the "Design Freeze" shall be established. Any significant changes to the Project design following Design Freeze typically require much rework. Should this occur, the changes will be evaluated and may warrant a contract amendment.

A.5.2 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the Edinburg Staff reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The

Edinburg's Staff review comments shall be returned to the ENGINEER within 21 days of receipt of the Final Design submittal. The Edinburg Staff shall consolidate review comments on one set of submittals. Upon receipt of comments from the Edinburg Staff, the Project team shall meet with the Edinburg Staff to resolve outstanding design issues and incorporate substantive comments. Input from the Edinburg Staff will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

A.6 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project. The Final Design cost estimate shall be submitted to the OWNER within 21 days of receipt of OWNER's comments on the final submittal.

A.7 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the Texas Water Development Board as a Final Submittal.

B. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

- B.1 Coordinate bid opening date, time, and place with Edinburg, and prepare a final Invitation to Bid.
- B.2 Assist and advise Edinburg in placing the advertisements of the Invitation to Bid. Edinburg will place and pay for advertisements. Melden and Hunt, Inc. will provide five courtesy copies of the Contract Documents to area plan rooms.
- B.3 Identify potential contractors and suppliers, and distribute copies of the Invitation to Bid.
- B.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to who contract documents have been issued. Plan Holders will be charged by MHI a non-refundable fee to cover the cost of reproduction of contract documents.
- B.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.
- B.6 Conduct a pre-bid conference during the advertisement period.
 - B.6.1 Review the types of information required by the Contract Documents and the format in which bids should be presented.
 - B.6.2 Review special project requirements and Contract Documents in general.

B.6.3 Receive requests for interpretations or clarifications, which will be issued by addendum.

B.6.4 Prepare minutes of the conference and issue to plan holders

B.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Bid Documents when required.

B.8 Attend bid opening and answer questions during bid opening.

B.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.

B.10 Prepare and distribute formal bid tabulation sheets, and make a written recommendation to Edinburg concerning contract award.

B.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to Edinburg for signature and distribution.

B.12 Prepare and distribute 6 sets of the signed construction Contract Documents, two sets to the Contractor, 2 sets to the OWNER, and the ENGINEER will keep two sets.

C. CONSTRUCTION SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Multiple construction contracts will be developed for this project. Specific services to be performed are as follows.

C.1 Review the Contractor's insurance certificates and bonds and forward the certificates to Edinburg for acceptance by Edinburg's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.

C.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

C.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise Edinburg as to acceptability. One review per calendar month per contract is included.

- C.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise Edinburg as to acceptability.
- C.5 Make periodic visits to the construction site to observe progress of the work, and consult with Edinburg and the Contractor concerning problems and/or progress of the work. At a minimum, two visits per calendar month per contract are included.
- C.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- C.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to Edinburg.
- C.8 Interpret construction Contract Documents when requested by Edinburg or the Contractor. Prepare and issue clarifications when required.
- C.9 Review and process the Contractor's monthly payment requests, and forward to Edinburg as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- C.10 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of Edinburg.
- C.11 Work related to unusually complex or unusually numerous claims or requests for clarifications shall be considered Additional Services.
- C.12 Upon completion of the project, revise the construction Contract Drawings to conform to the construction records and record drawings maintained by the Contractor. Submit one set of paper drawings and one CD.
- C.13 Analyze data from performance testing of equipment by the Contractor or supplier when the construction Contract Documents require the equipment to be tested after installation. Submit conclusions to Edinburg.
- C.14 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to Edinburg and the Contractor.
- C.15 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to Edinburg, including a list of items, if any, to be completed prior to making such payment.
- C.16 Provide a certification of completion of the work to Edinburg.

SPECIAL SERVICES

A. SURVEYING

To be done by others Perform design surveys as needed to develop topographical information necessary for the design of the proposed facilities. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

B. SUBSURFACE EXPLORATION (Geotechnical Engineering)

Edinburg will furnish the coordination of the subsurface exploration at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

C. PERMITS

- C.1 Prepare and submit a discharge permit application to the TCEQ. Service rendered will include two trips to Austin to the TCEQ. Also, Melden & Hunt, Inc. will prepare and participate in the public hearing related to the discharge application. Services will include all normal services related to securing a discharge permit through and including the public hearing. Service beyond the public hearing required as the result of the application being protested is not included as part of this service. Edinburg will be responsible for charges by the TCEQ for the discharge permit application.
- C.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, and Others as necessary to secure a Site Certificate for the construction of the project.

D. INSPECTION

- D.1 Review the progress schedule, shop drawings, equipment submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such submitted documents.
- D.2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- D.3 Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation— RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- D.4 Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Inspector's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- D.5 Report to Engineer whenever Inspector believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide

recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- D.6 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
- D.7 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- D.8 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- D.9 Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- D.10 Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work

E. CONSTRUCTION STAKING

- E.1 Provide construction staking services on the gravity collection lines. The services will include the one-time staking of the sanitary sewer lines at intervals of 200 feet or less and at connection points or changes in direction to clearly define the route. All stakes will be set on offsets so that construction work can be accomplished without initially destroying the stakes.
- E.2 Provide construction staking services for the wastewater treatment plant. The services will include the onetime staking to provide a benchmark and base line for the Contractor to use for the layout and construction of the treatment plant.

F. O&M MANUAL

The ENGINEER will provide a bound Operation and Maintenance Manual for all process equipment in the plant.

G. MATERIALS TESTING

Melden and Hunt, Inc. will furnish the coordination of the Geotechnical/Materials Testing Lab at no charge to Edinburg. Edinburg will be solely responsible for payment to the Geotechnical Engineer.

ADDITIONAL SERVICES

A. ADDITIONAL SERVICES

Additional Services are those services, which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by Edinburg with the fee for the service being negotiated at the time of the request. Edinburg will issue a separate notice to proceed for each additional service requested.

- A.1 Assistance to Edinburg as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
- A.2 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.
- A.3 Investigations involving detailed considerations of operations, maintenance and overhead expenses.
- A.4 Cash flow and economic evaluations, rate schedules and appraisals.
- A.5 Additional work resulting from the default of the Construction Contractor.
- A.6 Any work not identified as Basic or Special Services above.

EXHIBIT "B"

EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES			\$ 318,000
A.	CWSRF Financial Application	\$ 52,000	
B.	Engineering Feasibility Report	\$ 140,000	
C.	Environmental Information Document	\$ 126,000	

BASIC SERVICES			\$ 3,218,000
A.	Design Services	\$ 2,413,000	
	Upgrades to Existing WWTP	\$ 798,000	
	New WWTP	\$ 1,300,000	
	Collection System	\$ 315,000	
B.	Bid Services	\$ 161,000	
	Upgrades to Existing WWTP	\$ 52,000	
	New WWTP	\$ 85,000	
	Collection System	\$ 24,000	
C.	Construction Services	\$ 644,000	
	Upgrades to Existing WWTP	\$ 212,000	
	New WWTP	\$ 346,000	
	Collection System	\$ 86,000	

SPECIAL SERVICES			\$ 534,000
A.	Surveying	\$ 46,000	
	Upgrades to Existing WWTP	\$ 7,000	
	New WWTP	\$ 15,000	
	Collection System	\$ 24,000	
B.	Subsurface Exploration (to be done by others)	\$ -	
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	
C.	Permits	\$ 57,000	
	Upgrades to Existing WWTP	\$ 21,000	
	New WWTP	\$ 29,000	
	Collection System	\$ 7,000	
D.	Inspection	\$ 325,000	
	Upgrades to Existing WWTP	\$ 99,000	
	New WWTP	\$ 181,000	
	Collection System	\$ 45,000	
E.	Construction Staking	\$ 68,000	
	Upgrades to Existing WWTP	\$ 5,000	
	New WWTP	\$ 12,000	
	Collection System	\$ 51,000	
F.	O&M Manual	\$ 38,000	
	Upgrades to Existing WWTP	\$ 13,000	
	New WWTP	\$ 21,000	
	Collection System	\$ 4,000	
G.	Materials Testing (to be done by others)	\$ -	
	Upgrades to Existing WWTP	\$ -	
	New WWTP	\$ -	
	Collection System	\$ -	

TOTAL \$ 4,070,000

Note: Fees for services are due as a percentage of completion of the task.

EXHIBIT "C"

EXHIBIT "C"
Engineers Hourly Rate Schedule for Additional Services
CITY OF EDINBURG
WASTEWATER SYSTEM IMPROVEMENT PROJECT

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PRINCIPAL	\$150.00/HOUR
SENIOR ENGINEER / PROJECT MANAGER / GIS MANAGER	\$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	\$125.00/HOUR
GENERAL MANAGER	\$110.00/HOUR
PROJECT ENGINEER	\$125.00/HOUR
E.I.T.	\$ 90.00/HOUR
S.I.T.	\$ 90.00/HOUR
PROJECT MANAGER	\$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	\$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	\$100.00/HOUR
SURVEY CREW	\$ 50.00/HOUR
SURVEY RESEARCH	\$ 55.00/HOUR
DRAFTING TECH INTERN	\$ 40.00/HOUR
DRAFTING TECH 1	\$ 55.00/HOUR
DRAFTING TECH 2	\$ 60.00/HOUR
DRAFTING TECH 3	\$ 65.00/HOUR
DRAFTING TECH 4	\$ 70.00/HOUR
DRAFTING TECH 5	\$ 75.00/HOUR
DRAFTING TECH 6	\$ 80.00/HOUR
GIS TECH	\$ 65.00/HOUR
ADMINISTRATION	\$ 55.00/HOUR
CLERICAL / DELIVERY	\$ 35.00/HOUR

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE

REIMBURSABLE Supplies (See Below)

Stakes & Hubs	\$ 1.00
Rebar	\$ 2.00
Monuments	\$ 6.00
Postage / Shipping	Billed Cost
Printing	Billed Cost
Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page	
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page	
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.	

EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2021

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  STATE FARM INSURANCE ROBERT ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: BIANCA TERAN PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: INFO@ROBERTELIZALDE.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MELDEN & HUNT, INC 115 W MCINTYRE ST EDINBURG, TX 78541	NAIC # 25178 25143

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	172 5834-B10-53E Primary/ Non-Contributory	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$			90-B8-L943-1	02/14/2021	02/14/2022	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$

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

City of Edinburg Wastewater System Improvement Project.

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg 415 W. University Drive Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Bianca Teran</i>

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ACORD 25 (2016/03)

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1001486 132849.13 04-22-2020

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE
03/22/2021

PRODUCER Valley Insurance Services 508 South 12th Avenue Edinburg TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Melden & Hunt Inc. 115 W. McIntyre Edinburg TX 78539	INSURERS AFFORDING COVERAGE INSURER A Transportation Insurance Company INSURER B Texas Mutual Insurance Company INSURER C INSURER D INSURER E

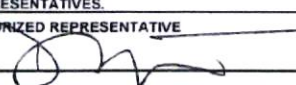
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	5084063580	08/12/2020	08/12/2021	EACH OCCURRENCE \$ 1,000,000		
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000		
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000		
					PERSONAL & ADV INJURY \$ 1,000,000		
					GENERAL AGGREGATE \$ 2,000,000		
					PRODUCTS - COMP/OP AGG \$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
☐ ALL OWNED AUTOS			BODILY INJURY (Per accident) \$				
☐ SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident) \$				
☐ HIRED AUTOS							
☐ NON-OWNED AUTOS							
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$			
☐ ANY AUTO				OTHER THAN EA ACC \$			
				AUTO ONLY AGG \$			
EXCESS LIABILITY				EACH OCCURRENCE \$			
☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$			
☐ DEDUCTIBLE				\$			
☐ RETENTION \$				\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2021	02/13/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER		
	E L EACH ACCIDENT \$ 1000000						
	E L DISEASE - EA EMPLOYEE \$ 1000000						
	E L DISEASE - POLICY LIMIT \$ 1000000						
OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Edinburg is included as an Additional Insured with respect to General Liability as per written agreement. A blanket waiver of subrogation applies to both policies.
City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER City of Edinburg 415 West University Drive Edinburg TX 78539	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25-S (7/97)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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 AssuredPartners of Washington, LLC 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter	
	PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019	
	E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Endurance American Specialty Insurance Company	41718
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Melden & Hunt Inc
115 W McIntyre St
Edinburg TX 78541

MELD&HU-01

COVERAGES**CERTIFICATE NUMBER:** 1620553715**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						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							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						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N ☐ N/A						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPL30003851300	2/15/2021	2/15/2022	Per Claim: \$2,000,000 Aggregate: \$2,000,000

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

City of Edinburg Wastewater System Improvement Project

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg
415 W. University Drive
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**EXHIBIT "B" TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN THE CITY OF
EDINBURG AND MELDEN AND HUNT INC FOR PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER SYSTEM IMPROVEMENT**



TBPELS Firm # F-1435
TBPELS # 10096900

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

March 2, 2024

Tom Reyna
Assistant City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78539

Ref: Melden & Hunt, Inc. Amendment of Fee Schedule for Wastewater System Improvements

Dear Tom,

As you are aware, Edinburg's financial advisor advised the City to secure funding at a value that was less than originally estimated. With the reduced budget and due to inflation in construction costs, it became necessary to divide the project into phases. An allocation of approximately \$29M has been designated for Phase I, and portions of Phase 2.

Edinburg will need to seek funding for Phase II activities in the future.

In light of this, we have revised our engineering fee schedule to accommodate these two phases. The updated Exhibit "B" is enclosed for your review and approval. Should you have any questions or require additional information, please do not hesitate to reach out.

Thank you for your attention to this matter.

Respectfully,

Allan B. Booe, P.E.
Melden & Hunt, Inc.

Cc: Gerardo Carmona, P.E., Utilities Director
Arturo Martinez, Director of Water Resources

Attachments: Amended Fee Schedule for Phase I & II

Amendment No. 1 (04/02/2024)

Phase 1 Services

EXHIBIT "B"

ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES				\$ 318,000
A.	CWSRF Financial Application		\$ 52,000	
B.	Engineering Feasibility Report		\$ 140,000	
C.	Environmental Information Document		\$ 126,000	

BASIC SERVICES				\$ 2,786,000
A.	Design Services		\$ 2,413,000	
	Upgrades to Existing WWTP	\$ 798,000		
	New WWTP	\$ 1,300,000		
	Collection System	\$ 315,000		
B.	Bid Services		\$ 161,000	
	Upgrades to Existing WWTP	\$ 52,000		
	New WWTP	\$ 85,000		
	Collection System	\$ 24,000		
C.	Construction Services		\$ 212,000	
	Upgrades to Existing WWTP	\$ 212,000		
	New WWTP	\$ -		
	Collection System	\$ -		

SPECIAL SERVICES				\$ 283,000
A.	Surveying		\$ 46,000	
	Upgrades to Existing WWTP	\$ 7,000		
	New WWTP	\$ 15,000		
	Collection System	\$ 24,000		
B.	Subsurface Exploration		\$ -	
	Upgrades to Existing WWTP	\$ -		
	New WWTP	\$ -		
	Collection System	\$ -		
C.	Permits		\$ 57,000	
	Upgrades to Existing WWTP	\$ 21,000		
	New WWTP	\$ 29,000		
	Collection System	\$ 7,000		
D.	Inspection		\$ 99,000	
	Upgrades to Existing WWTP	\$ 99,000		
	New WWTP	\$ -		
	Collection System	\$ -		
E.	Construction Staking		\$ 68,000	
	Upgrades to Existing WWTP	\$ 5,000		
	New WWTP	\$ 12,000		
	Collection System	\$ 51,000		
F.	O&M Manual		\$ 13,000	
	Upgrades to Existing WWTP	\$ 13,000		
	New WWTP	\$ -		
	Collection System	\$ -		
G.	Materials Testing		\$ -	
	Upgrades to Existing WWTP	\$ -		
	New WWTP	\$ -		
	Collection System	\$ -		

TOTAL \$ 3,387,000

Note: Fees for services are due as a percentage of completion of the task.

Amendment No. 1 (04/02/2024)
Phase 2 Services
EXHIBIT "B"
ENGINEERING FEE SCHEDULE

PLANNING AND FUNDING SERVICES				\$	-
A.	CWSRF Financial Application		\$	-	
B.	Engineering Feasibility Report		\$	-	
C.	Environmental Information Document		\$	-	

BASIC SERVICES				\$	432,000
A.	Design Services		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Bid Services		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Construction Services		\$	432,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	346,000		
	Collection System	\$	86,000		

SPECIAL SERVICES				\$	251,000
A.	Surveying		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
B.	Subsurface Exploration		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
C.	Permits		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
D.	Inspection		\$	226,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	181,000		
	Collection System	\$	45,000		
E.	Construction Staking		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		
F.	O&M Manual		\$	25,000	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	21,000		
	Collection System	\$	4,000		
G.	Materials Testing		\$	-	
	Upgrades to Existing WWTP	\$	-		
	New WWTP	\$	-		
	Collection System	\$	-		

TOTAL \$ 683,000

Note: Fees for services are due as a percentage of completion of the task.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.D.

Revising the Water Conservation and Drought Contingency Plan

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinance of the City of Edinburg, Texas at Title V, Public Works, Chapter 53, Water Regulations, Revising the Water Conservation and Drought Contingency Plan. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

As mandated by the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB), the City is required to update and submit the Water Conservation and Drought Contingency Plan every five years. The last update was done on August 20, 2019. The plan has been updated to meet today's water demands, operational needs and will enact water triggering restrictions to be more in-line with other surrounding water purveyors.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinance of the City of Edinburg, Texas at Title V, Public Works, Chapter 53, Water Regulations, Revising the Water Conservation and Drought Contingency Plan.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Ordinance - Water Conservation and Drought Contingency Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE V, PUBLIC WORKS, CHAPTER 53, WATER REGULATIONS, BY AMENDING THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS PASSAGE; PROVIDING FOR ITS PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR WAIVER OF THE THREE SEPARATE READINGS; AND, ORDAINING OTHER MATTERS PERTAINING TO THIS SUBJECT MATTER THEREOF.

WHEREAS, the city of Edinburg, Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and,

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and,

WHEREAS Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality (TCEQ) requires all public water supply systems in Texas to prepare a drought contingency plan; and,

WHEREAS as authorized under law, and in the best interest of the citizens of Edinburg, Texas, the City Council deems it expedient and necessary to establish and update, from time to time, certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and,

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

SECTION I. Ordinance No. _____ is amended as set forth herein.

SECTION II. The City of Edinburg, Texas Water Conservation and Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City.

SECTION III. All ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other ordinances or portions of ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION IV. Should any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part of provision thereof: other than the part so declared to be invalid, illegal or unconstitutional.

SECTION V. The requirements of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

SECTION VI. 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 or portions of ordinances not in conflict herewith shall remain in full force and effect.

SECTION VII. 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 VIII. CODIFICATION CLAUSE. The provisions of Section, 1, 2, and 3 of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as practicable.

SECTION IX. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the ____ day of _____, 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

**WATER CONSERVATION
AND
DROUGHT CONTINGENCY PLAN**

**Prepared By:
City of Edinburg Utilities Department
May 01, 2024**

CITY OF EDINBURG
WATER CONSERVATION
and
DROUGHT CONTINGENCY PLAN

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CITY OF EDINBURG

WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

May 01, 2024

I. INTRODUCTION

The City of Edinburg provides the public with water and sewer services within City Limits and its Extraterritorial Jurisdiction (ETJ). The water and wastewater systems are owned and operated by the City of Edinburg in Hidalgo County, Texas, and are governed by a board of elected City Council Officials.

The amount of water that the City of Edinburg water system can store, treat, divert, and distribute to its customers is limited. Edinburg wants to avoid waste or unreasonable use of water, which could lead to a possible drought and emergency conservation strategies. Therefore, it is imperative that the available water resources be put to the maximum beneficial use to which they are capable, while simultaneously implementing strong conservation measures to eliminate waste. While short-term water shortages and water supply emergencies are often unpreventable, response measures can be determined and implemented in advance, to avoid, minimize, or mitigate the risks and impacts of drought-related water shortages and other emergencies.

The purpose of this plan is to establish a Water Conservation and Drought Contingency Plan for the City of Edinburg in accordance with Texas Administrative Code Title 30, Chapter 288. The basic goal of the plan is to ensure an uninterrupted supply of available water in an amount sufficient to satisfy essential human needs. First, the Water Conservation Plan develops a conservation strategy for reducing the volume of water withdrawn from a water supply source, reducing the loss or waste of water, increasing the recycling and reuse of water, and the prevention of pollution of water. Secondly, the Drought Contingency Plan is a strategy for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.

II. UTILITY PROFILE

A. Demographics

The City of Edinburg provides water and wastewater services within Edinburg's city limits and extraterritorial jurisdiction. The water service area is approximately 278 square miles and the sewer service area is approximately 286 square miles. The estimated population served by the water system is 100,762.

B. Water Conservation Coordinator

The City of Edinburg Water Conservation Coordinator is the Director of Utilities or his/her designee. The conservation coordinator coordinates water utility staff, data from various

departments, and other resources as necessary for the purpose of developing, implementing, and evaluating the effectiveness of the utility's water conservation plan.

C. Water Supply

Purchase of Raw Water

The Rio Grande River is the sole source of water for the citizens of Edinburg. The City of Edinburg currently owns/under contract up to 14,851.9645 acre-ft of water rights per year from Hidalgo County Irrigation District #1(HCID #1) and Hidalgo County Irrigation District #2 (HCID#2). In addition, the City went into an agreement with the City of McAllen to purchase a minimum of 55.24 acre-ft of treated potable water per year.

The City of Edinburg receives raw water from both HCID #1 and #2 via irrigation canals and gravity pipes ranging from 30" – 54". After the water is received from the two irrigation districts, the raw water is stored in a city owned raw water reservoir, which has a maximum storage capacity of 210 million gallons (MG). The raw water is either diverted to the West Edinburg and the Downtown Water Treatment Plants through a series of pipes.

Interconnections

The City of Edinburg distribution system is currently interconnected with the following entities:

- City of McAllen – purchase treated water
- North Alamo Water Supply Corporation - purchase and selling of treated water.

Capacity of Water Treatment Plant

The City of Edinburg currently owns and operates the following Water Treatment Plants:

- West Edinburg Water Treatment Plant (Conventional Treatment Process) – Rated Capacity of 16 Million Gallons per Day (MGD)
- Downtown Water Treatment Plant (Conventional Treatment Process) - Rated Capacity of 10 Million Gallons per Day (MGD)

Both water treatment plants utilize chlorine dioxide and chloramines as disinfectants to provide safe potable drinking water to the City of Edinburg customers.

Pumps and Storage Capacities

The water treatment plants have the following pumping and storage capacities:

- West Edinburg Water Treatment Plant – Rated at 16 MGD's
 - Raw – 5 pumps rated at 7 million gallons per day per pump
 - High Service – 6 pumps rated at 7 million gallons per day per pump
 - Storage – 2 Ground Storage Tanks with a combined storage capacity of 4 million gallons
- Downtown Water Treatment Plant – Rated at 10 MGD's

- Raw – 4 pumps with pumping capacity that ranges from 2.5 - 8.4 million of gallons per day per pump
- High Service – 5 pumps with pumping capacity that ranges from 1.2 - 8.5 million of gallons per day per pump
- Storage – 3 underground clear wells with a combined storage capacity of 3.5 million gallons
- Booster Stations
 - Trenton Booster Station – 2 pumps with pumping capacity of 700 gallons per minute per pump and pumps directly into the distribution system.
 - West Booster Station – 4 pumps with a pumping capacity of 2.2 – 4.3 million gallons per day per pump and has a combined storage capacity of 1.7 million gallons
 - North Booster Station – 4 pumps with a pumping capacity of 1.8 million gallon per pump and has a storage capacity of 400,000 gallons
- Elevated Storage
 - North Water Tower – 500,000 gallons
 - South Water Tower – 500,000 gallons
 - West Tower – 750,000 gallons
 - Southwest Tower – 1,000,000 gallons
 - Cibolo Tower – 400,000 gallons

Total combined storage of all facilities (GST's, clear wells & elevated storage) is 12.75 million gallons.

The City of Edinburg has a total of 486 miles of water lines and 3,331 fire hydrants in the distribution system.

D. Water Use Characteristics

Water Pumpage

Current daily average pumpage for Treated water in 2023 was 13.148 MG, and metered water sales of 12.664 MG.

Water Uses and Per Capita Water Use

The City of Edinburg supplies potable water for residential, commercial, industrial, and public uses. The estimated Total Gallons per Capita per Day (GPCD). The five (5) year average for Retail use for Edinburg is 138 GPCD (Source: TWDB Water Use Survey).

Municipal per capita water use is total water pumped into the distribution system for residential, commercial, and public uses, divided by the population served. Industrial water use is not included in this calculation. Edinburg's five (5) year average for Municipal per capita use is 123 GPCD (Source: TWDB Water Use Survey).

Edinburg's industrial users account for approximately less than 3% of the total active meter accounts. The two (2) largest water volume users for 2023 were the Azteca Milling Company and the Calpine Hidalgo Energy.

The table below displays the 5-year and 10-year goal for water savings

	Historic 5-yr Average	Baseline	5-yr Goal for year <u>2028</u>	10-yr Goal for year <u>2033</u>
Total (GPCD)	138	138	138	138
Residential (GPCD)	78	78	78	78
Water Loss (GPCD)	13	13	15	15
Water Loss (Percentage)	9%	9%	11%	11%

Reference: TWDB Form No. 1964

Edinburg had approximately 31,488 active water meter accounts at the end of 2023 and is anticipated to increase on an annual basis.

E. Unaccounted-For Water

Edinburg's unaccounted-for water is due to waterline breaks, leaks, meter under-registration, main line flushing, and unmetered fire hydrants. The amount of unaccounted-for water is determined by the difference between production and metered water sales. The average amount of unaccounted for water loss for the past five (5) years was 9.4%.

F. Wastewater Services

The City of Edinburg operates a wastewater treatment plant located at 1202 N. "M" Road, Edinburg, Texas. The plant uses extended aeration under activated sludge process. The plant is authorized to treat up to 12.3 MGD. Plant expansion to upgrade to 12.3 MGD was completed in May 2013.

The City is authorized to reuse the treated wastewater effluent for Los Lagos Golf Club, Edinburg Municipal Park, and the Calpine Electric Power Company.

The annual 5-year average of treated wastewater volume is 3.49 BG.

The Edinburg Wastewater Treatment Plant currently has a 12.3 MGD designed capacity. The plant is currently operating under regular monitoring operation: CBOD 10.0 mg/L, TSS 15.0 mg/L and NH3 2.0 mg/L.

The wastewater collection system consists of 418 miles of lines, with line sizes ranging from 6 inches to 36 inches. There are currently 52 lift stations and approximately over 26,232 active sewer accounts.

The following is a description of the Edinburg Public Utilities System

**G. WATER SUPPLY AND USE DATA
2023 Data**

Estimated Population: 100,762

Water Source:

Primary Source	Rio Grande River
Raw Water Rights/ Available Allotments	14,851.9645 acre feet
Raw Water Reservoir Capacity	210 Million Gallons (MG)

Water Production:

Average Annual Pumpage (3-Year Average)	4.573 BG
Maximum Daily Treated Capacity (2023)	16.337 MGD
Average Daily Pumpage (3-Year Average)	12.526 MGD
Unaccounted-For Water	7.6 %
(3-Year Average, from Reservoir to End-Users)	387 MG/Year

Treated Water Capacity

Total Underground Storage	3.500 MG
Total Ground Storage Tank	6.100 MG
Total Elevated Storage	3.150 MG

Water Uses by Sector: (3-Year Average)

Residential	2,539 MG/Year
Commercial	1,356 MG/Year
Industrial	127 MG/Year

Wastewater Production:

Annual Amount Treated (3-Year Average)	3,528 MG/Year
Maximum Treated Capacity	10.6 MGD
Average Daily Treated	9.4 MGD

III. WATER CONSERVATION PLAN

A. Water Conservation Goals

Based on the data found in the utility profile and on careful evaluation of Edinburg's water consumption and practices, Edinburg has set the following goals to be achieved through the adoption of this Water Conservation Plan:

1. Water Loss Percentage to be less than 11%.
2. To implement long term cost-effective recovery measures for major causes of unaccounted-for water loss due to metering.
3. To increase both public and employee awareness regarding water conservation and water related issues. This will especially be encouraged during the summer months when water consumption increases significantly.
4. To promote the re-use of treated wastewater effluent for agriculture, industry, and public use.

IV. WATER CONSERVATION STRATEGIES

A. Public Education

The City of Edinburg will provide the Water Conservation and Drought Contingency Plans to new customers at the time they apply for water services. Water Conservation brochures will be available at the Utility Billing Office on a continuing basis. Water Conservation posters will also be displayed at Billing Office and other City facility buildings. Public announcements will be published in the local newspaper, City newsletter, and broadcast on local radio and television stations.

B. Recycling and Reuse

The City of Edinburg is also exploring the possible use of the treated wastewater effluent for agriculture, industry, and private use.

C. Metering and Repair

Metering Devices

New meters, 2 inches and smaller in size, are bought according to the latest revision of "AWWA C-700 Standard for Cold-Water Meters" in order to specify all materials, design, and testing of these meters. Also, new meters, 4 inches and larger, are bought according to the latest revision of "AWWA C 703 Standard" in order to specify all materials, design, and testing of these meters.

Older meters that may be over or under registering will be replaced as time permits in order to accurately account for water sales and lower unaccounted-for water losses.

Edinburg uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Edinburg will test all meters that appear to show unusually high or low water usage based on fluctuating meter reading data. Meter readers test meters based on an as needed basis, or when customers complain or a problem arises.

Meter testing is done at the meter shop therefore, the water meter is removed. If the meter is over-registering the customer's account will be credited, or if the meter is under-registering, the meter is then replaced with a new one.

The City of Edinburg has currently replaced less than 50% of the existing water meters with smart meters and is striving to replace the remaining meters in an effort to conserve water.

Repair

The Edinburg Utility Billing and Meter Services Departments are responsible for maintaining over 31,488 water service accounts. Meter readers use hand-held computers to record meter readings, which are then downloaded to the mainframe computer at the billing office. When meters are not registering, they are removed and taken into the meter shop to be assessed. Meter repairs are minimal usually it is more economical to replace the meter with a new one than to repair it. Priority is always given to water leaks with all other tasks including, service calls, maintenance calls, and other water distribution projects.

Water production meters are calibrated yearly and maintained on a monthly basis. These meters are read on a daily basis. The data is used to determine peak flow days, maximum flow days, minimum flow days, averages, monthly, and yearly totals. Repairs to these meters are usually sent to the manufacturers.

D. Leak Detection and Repair

The City of Edinburg will order or borrow water leak detector equipment from the Texas Water Development Board on an as needed basis. Currently, customers and City personnel call-in water breaks to the System's Department. Leaks / Breaks in excess of 10 gallons per minute are usually handled within 30 minutes. The City also conducts regularly visual inspections along the routes of water mains with extra attention to mains not located within residential areas where issues with mains are most likely not be reported on a timely basis. The City also conducts on periodic basis, inspections of residential home with no paid service connection for any illegal connection to City services. Additionally, the City monitors its water production verses its meter water sales.

E. Plumbing Codes and Retrofit Program

The City of Edinburg follows the most recent Standard Plumbing Code that has been adopted by the City. Additionally, the 72nd Texas Legislature passed legislation which requires plumbing fixtures sold in Texas after January 1, 1992, to meet strict standards that incorporate efficient water use and conservation in new structures. This law subsequently affects plumbing fixtures sold and will help eliminate inefficient plumbing fixtures.

Edinburg does encourage businesses and homeowner's to replace older water fixtures like low-flow showerheads, faucet aerators, and toilet dams purchased before January 1, 1992, with the newer efficient replacements. Edinburg will also advocate the use of low demand water appliances instead of older, high use ones in homes and businesses.

F. Water Conservation Landscaping

Edinburg does not plan to require water conservation landscaping however, it will encourage this type of landscaping.

Local landscaping architects and nurseries will be asked and encouraged to utilize efficient irrigation systems and native low water using plants and grasses. Xeriscape gardening and landscaping techniques will also be asked to be promoted.

Licensed irrigation contractors will be asked to utilize drip irrigation systems, where possible, and to use water conserving irrigation systems like sprinklers that produce large drips instead of a fine mist and a sprinkler layout which accommodates prevailing wind patterns.

G. Water Rate Structure

Please refer to Attachment A of this document, which shows the adopted water and sewer rates.

The City of Edinburg will include a requirement in every wholesale water supply contract entered into or renewed after official adoption of the Plan, including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using applicable elements in 30 TAC Chapter 288. If the wholesale customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with 30 TAC Chapter 288.

V. DROUGHT CONTINGENCY PLAN

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Edinburg hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (Drought Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section IX of this Plan.

A. Public Involvement

Opportunity for the public to provide input into the preparation of the Drought Plan was provided by the City of Edinburg by scheduling and providing public notice of a public meeting to accept input and adopt the Drought Plan.

B. Public Education

The City of Edinburg will periodically provide the public with information about the Drought Plan, including information about conditions under which each stage of the Drought Plan

is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, periodic publications in the local newspaper, and utility bill inserts or mail-outs.

C. Coordination with Regional Water Planning Groups

The water service area of the City of Edinburg is located within Rio Grande Regional Planning Group Region M and the City of Edinburg has provided a copy of this Water Conservation and Drought Contingency Plan to the Lower Rio Grande Valley Development Council and Region M.

D. Implementation and Enforcement

The City Manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Drought Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Drought Plan. In case of an emergency situation, such as equipment failures, major water line ruptures, etc., the City Manager, or his/her designee, is authorized to take immediate actions deemed necessary to minimize or mitigate the risks and impacts of the water supply emergency.

VI. TRIGGERING CRITERIA FOR DROUGHT RESPONSE STAGES

The City Manager, or his/her designee, shall monitor the combined water supply levels in the Amistad and Falcon International Reservoir and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Drought Plan. Public notification of initiation or termination of each stage of the Drought Plan will be made public by means of press releases, publication in the local newspaper, and broadcasting on local radio and/or television stations. Stage 1 water Restrictions shall be in effect at all times unless if the following triggers occur:

Stage 1 Water Restrictions shall be in effect at all times unless:		
	TRIGGERS	ACTION
Demand Triggers	Water demand reaches or exceeds 85% of delivery capacity for (3) consecutive days.	May enact Stage 2 water restriction.
	Water demand reaches or exceeds 90% of delivery capacity for (3) consecutive days.	May enact Stage 3 water Restrictions
	Water demand reaches or exceeds 95% of delivery capacity for three (3) consecutive days.	May enact Stage 4 water restrictions
	Water demand reaches or exceeds 100% of delivery capacity at any time.	May enact Stage 5 water restrictions
Supply	Combined Regional Reservoir levels of Amistad/Falcon reach 23% of capacity	Shall enact Stage 2 water restrictions.

	Combined Regional Reservoir levels of Amistad/Falcon reach 18% of capacity.	Shall enact Stage 3 water restrictions.
	Combined Regional Reservoir levels of Amistad/Falcon reach 13% of capacity	Shall enact Stage 4 water restrictions
	Combined Regional Reservoir levels of Amistad/Falcon reach 10% of capacity	Shall enact Stage 5 water restrictions.
Emergency Triggers	As determined by City Manager, or his/her designee, including but not limited to system outage, equipment failure, or supply source contamination	Reduce water use to levels deemed necessary

VII. DROUGHT RESPONSE STAGES

Stage 1: Voluntary Conservation. During Stage 1, customers of the city utility are requested to voluntarily limit the amount of water used to that amount absolutely necessary for health, business, and irrigation. Notice of such request shall be given by the City Manager through appropriate television, radio, and newspaper media at his or her discretion.

Stage 2: Mandatory Compliance - Water Alert. During Stage 2, the following restrictions shall apply to all persons:

- a. Designated Irrigation Days - Customers whose addresses end in odd numbers may water only on Wednesdays and Saturdays, and customers with even-numbered addresses may water only on Thursdays and Sundays.
- b. Irrigation utilizing individual sprinklers or sprinkler systems of lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited, except as follows: Customers may water on the designated irrigation day only then between the hours of 12:00 a.m. (midnight) to 10:00 a.m. and 6:00 p.m. to 11:59 p.m. No irrigating may be done between the hours of 10:00 a.m. to 5:59 p.m. The irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants is permitted at any time on designated irrigation days, if:
 1. A hand-held hose is used;
 2. A handheld, faucet-filled bucket of five (5) gallons or less is used; or
 3. A drip irrigation system is used.

Exception: Commercial nurseries, commercial sod farmers and similarly situated establishments are exempt from Stage 2 irrigation restrictions, but will be requested to curtail all nonessential water use and must not be wasteful with water (see examples in Stage 2, Section i).

- c. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment is prohibited except on designated irrigation days between the hours of 6:00 p.m. to 11:59 p.m. Such washing, when allowed, shall be done with a hand-held bucket, or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

- d. The washing or sprinkling of foundations is prohibited except on designated irrigation days between the hours of 6:00 p.m. to 11:59 p.m .
- e. The refilling or adding of water to residential swimming and wading pools is prohibited except on designated irrigation days between the hours of 8:00 p.m. to 11:59 p.m .
- f. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains and structures with a recycling system. The use of treated water to fill, refill, or maintain the level of any fountain is prohibited.
- g. The use of potable water for irrigation of golf greens and tees, public parks and grounds is prohibited except on designated irrigation days between the hours of 8:00 p.m. to 11:59 p.m The irrigation of golf fairways is absolutely prohibited; provided, however, any golf course utilizing treated wastewater effluent, reused water, or raw water is accepted from the provisions.
- h. Use of water from fire hydrants shall be limited to fire-fighting, related activities, and/or other activities necessary to maintain health, safety, and welfare of the citizens of the city.
- i. The following uses of water, but not limited to, are defined as “waste of water” and are absolutely prohibited:
 - 1. Allowing water to run off into a gutter, ditch, or drain;
 - 2. Failure to repair a controllable leak;
 - 3. Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate fire hazards.

Stage 3: Mandatory Compliance - Water Warning. During Stage 3, the following restrictions shall apply to all persons:

- a. Designated Irrigation Days - Customers whose addresses end in odd numbers may water only on Saturday and customers with even numbered addresses may water only on Sunday.
- b. All outdoor irrigation of vegetation shall occur only between the hours of 7:00 p.m. to 11:59 p.m on weekends. Customers may water only on the designated irrigation day and must be accomplished by hand-held hoses, drip irrigation, or hand-held buckets only.

- c. Permanently installed, automatic sprinkler systems may be used during the hours of 12:00 a.m. (midnight) to 4:00 a.m. Customers may water only on the designated irrigation day.
- d. Commercial nurseries, commercial sod farmers, and similarly situated establishments shall water only on designated irrigation days between the hours of 10:00 a.m. and 5:00 p.m. and shall use only hand-held hoses, drip irrigation systems, or hand-held buckets.
- e. The watering of golf tee areas is prohibited unless done with treated wastewater effluent, reused water, or raw irrigation water.
- f. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment is prohibited except on designated irrigation date days between the hours of 7:00 p.m. to 11:59 p.m. Such washing, when allowed, shall be done with a hand-held bucket, or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.

Exception: Washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleaning, such as garbage trucks and vehicles used to transport food and perishables.

- g. The washing or sprinkling of foundations is prohibited except on designated irrigation days between the hours of 7:00 p.m. to 11:59 p.m.
- h. The refilling or adding of water to residential swimming and wading pools is prohibited except on designated irrigation days between the hours of 8:00 p.m. to 11:59 p.m.
- i. The operation of any ornamental fountain or other structure making similar use of water is prohibited except for those fountains and structures with a recycling system. The use of treated water to fill, refill, or maintain the level of any fountain is prohibited.
- j. Use of water from fire hydrants shall be limited to fire-fighting, related activities, and/or other activities necessary to maintain health, safety, and welfare of the citizens of the city.
- k. The following uses of water, but not limited to, are defined as “waste of water” and are absolutely prohibited:
 - 1. Allowing water to run off into a gutter, ditch, or drain;
 - 2. Failure to repair a controllable leak;
 - 3. Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate fire hazards.
- l. A water surcharge shall be levied against all customers during Stage 3 in the following amounts:
 - 1. Single-Family residential and Multi-Family residential metered customers (all meter sizes) shall pay a 10% surcharge for any water used over an amount of 15,000 gallons per month.

2. Those irrigation-metered customers shall pay a 10% surcharge for any water used over an amount of 10,000 gallons per month.
3. Those commercial, institutional, industrial metered customers shall pay a 10% surcharge for any water used over an amount equal to 80% of the maximum monthly consumption over any one billing cycle out of the last 12 months preceding the month which the Stage 3 designation was implemented

Stage 4: Mandatory Compliance - Water Shortage. During Stage 4, the following restrictions shall apply to all persons:

- a. Designated Irrigation Days - Customers whose addresses end in odd numbers may water only on Saturday and customers with even numbered addresses may water only on Sunday.
- b. All outdoor irrigation of vegetation shall be allowed only between the hours of 9:00 p.m. to 11:59 p.m. on designated irrigation days. Customers may water only on Saturday and customers with even numbered addresses may water only on Sunday and must be accomplished by hand-held hoses, drip irrigation, or hand-held buckets only.
- c. Permanently installed, automatic sprinkler systems may be used during the hours of 12:00 a.m. (midnight) to 2:00 a.m. Customers may water only on the designated irrigation day.
- d. The watering of golf tee areas is prohibited unless done with treated wastewater effluent, reused water, or raw irrigation water.
- e. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety, and welfare shall be prohibited.
- f. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment upon the immediate premises of commercial carwashes and commercial service stations in the immediate interest of the public health, safety, and welfare shall occur only between the hours of 12:00 p.m (noon) and 5:00 p.m.
- g. Commercial nurseries, commercial sod farmers, and similarly situated establishments shall water only on designated irrigation days between the hours of 12:00 p.m. (noon) and 5:00 p.m. and shall use only hand-held hoses, drip irrigation systems, or hand-held buckets.
- h. The filling, refilling, or adding of water to swimming and wading pools is prohibited.
- i. The operation of any ornamental fountain or similar structure is prohibited.
- j. The washing or sprinkling of foundations is prohibited.
- k. Use of water from fire hydrants shall be limited to fire-fighting, related activities, and/or other activities necessary to maintain health, safety, and welfare of the citizens of the city.

1. The following uses of water, but not limited to, are defined as “waste of water” and are absolutely prohibited:
 1. Allowing water to run off into a gutter, ditch, or drain;
 2. Failure to repair a controllable leak;
 3. Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate fire hazards.

A water surcharge shall be levied against all customers during Stage 4 in the following amounts:

1. Single-Family residential and Multi-Family residential metered customers (all meter sizes) shall pay a 50% surcharge for any water used over an amount of 8,000 gallons per month.
2. Those irrigation-metered customers shall pay a 50% surcharge for any water used over an amount of 10,000 gallons per month.
3. Those commercial, institutional, industrial metered customers shall pay a 10% surcharge for any water used over an amount equal to 60% of the maximum monthly consumption over any one billing cycle out of the last 12 months preceding the month which the Stage 4 designation was implemented.

Stage 5: Mandatory Compliance - Water Shortage Emergency. During Stage 5, the following restrictions shall apply to all persons:

- a. Designated Irrigation Days – Once every 10 days and/or City Manager may establish a schedule.
- b. Irrigation is permitted during the hours of 7:00 p.m. to 8:00 a.m., once every ten (10) days and/or as established by the City Manager only by the following:
 1. Continuously hand-held hoses;
 2. Hand-held or faucet filled five-gallon bucket; or
 3. Drip irrigation.
- c. Irrigation by permanently installed, automatic sprinkler systems are prohibited.
- d. The watering of golf tee areas is prohibited unless done with treated wastewater effluent, reused water, or raw irrigation water.
- e. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety, and welfare shall be prohibited.
- f. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment upon the immediate premises of commercial carwashes and commercial service stations and not in the immediate interest of the public health, safety, and welfare shall be prohibited.

- g. Watering for commercial nurseries, commercial sod farmers, and similarly situated establishments is prohibited.
- h. The filling, refilling, or adding of water to swimming and wading pools is prohibited.
- i. The operation of any ornamental fountain or similar structure is prohibited.
- j. The washing or sprinkling of foundations is prohibited.
- k. Use of water from fire hydrants shall be limited to fire-fighting, related activities, and/or other activities necessary to maintain health, safety, and welfare of the citizens of the city.
- l. No applications for new, additional, further expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved, or installed except as approved by the City Council.
- m. The City Manager may request assistance from other water purveyors in maintaining distribution system volume and pressure during the emergency condition.
- n. In the event that water shortage or water emergency condition (including contamination) threaten the public health, safety, and welfare, the City Manager, may order water rationing and/or termination of service to some selected non-residential users.
- o. A water surcharge shall be levied against all customers during Stage 5 in the following amounts:
 - 1. Single-Family residential and Multi-Family residential metered customers (all meter sizes) shall pay a 100% surcharge for any water used over an amount of 6,000 gallons per month.
 - 2. Those irrigation-metered customers shall pay a 100% surcharge for any water used over an amount of 10,000 gallons per month.
 - 3. Those commercial, institutional, and industrial metered customers shall pay a 10% surcharge for any water used over an amount equal to 20% of the maximum monthly consumption over any one billing cycle out of the last 12 months preceding the month which the Stage 5 designation was implemented.
- p. The following uses of water are defined as “waste of water” and are absolutely prohibited:
 - 1. Allowing water to run off into a gutter, ditch, or drain;
 - 2. Failure to repair a controllable leak;
 - 3. Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate fire hazards.

In the event that minimum health and safety standards for drinking water are not met during emergency conditions, public service announcements on local television and radio stations will be utilized to notify the public of the emergency conditions and response measures. These response measures may include notifying the public the need to boil water, use bottled water, or use a designated alternate water source, as appropriate.

Nothing shall prohibit the City Manager, or his/her designee, from taking those actions deemed necessary to meet emergency conditions resulting from unforeseen circumstances such as canal breakdown, pump failures, water line ruptures, and contamination. Such actions shall remain in full force and effect until the situation causing such emergency is abated or until the City Council shall have the opportunity to consider such matter.

VIII. VARIANCES

The City Manager, or his/her designee, may grant temporary variance from the provisions of the Drought Plan if the person requesting the variance can satisfactorily demonstrate that failure to grant such variance would adversely affect the health, sanitation, or fire protection for the public or the person requesting such variance, and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

IX. PENALTY OF VIOLATION

- a. Whoever violates any provision of this Plan for which no other penalty has been provided shall be punished as provided in the Edinburg Code of Ordinances, § 50.99.
- b. Any person violating any of the provisions of the Edinburg Code of Ordinances, § 53.12 shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000.00.
- c. Because the provisions of this Plan affect the public health, safety, and welfare; any person, corporation, or association violating any provision of this Plan after order and notice as herein specified shall be deemed guilty of an offense as follows:
 - 1. First offense: Oral warning and education process.
 - 2. Second offense: Written warning and education process.
 - 3. Third offense: Citation to Municipal Court for fine up to \$200.00 per violation; mandatory educational program, or possible disconnect, to continue until fines are paid and the educational process is completed to be determined by the Municipal Court.

The violation of each provision and each separate violation thereof, shall be deemed a separate offense, and shall be punished accordingly. Provided however compliance may be further sought through injunctive relief in the district court.

ATTACHMENT “A” – Water and Sewer Rates

Residential Rates (Inside City Limits)					
Monthly Minimum Charge – 1 st 3,000 Gallons	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
All Meters	\$11.97	\$13.28	\$14.74	\$16.36	\$18.16
Additional Gallons					
3,001 – Above	\$2.76	\$3.07	\$3.41	\$3.78	\$4.20
Multi-Family & Commercial Water Rates (Inside City Limits)					
Monthly Minimum Charge – 1 st 3,000 Gallons	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
5/8" x 3/4"	\$14.89	\$16.52	\$18.34	\$20.36	\$22.60
1"	\$14.89	\$16.52	\$18.34	\$20.36	\$22.60
1 1/2"	\$19.84	\$22.02	\$24.44	\$27.13	\$30.11
2"	\$29.68	\$32.95	\$36.57	\$40.59	\$45.06
3"	\$39.73	\$44.10	\$48.95	\$54.33	\$60.31
4"	\$59.37	\$65.91	\$73.15	\$81.20	\$90.13
6"	\$99.23	\$110.15	\$122.27	\$135.72	\$150.64
8"	\$198.47	\$220.30	\$244.53	\$271.43	\$301.29
Additional Gallons					
3,001 – Above	\$2.76	\$3.07	\$3.41	\$3.78	\$4.20
Residential Water Rates (Outside City Limits)					
Monthly Minimum Charge – 1 st 3,000 Gallons	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
All Meters	\$14.96	\$16.61	\$18.44	\$20.46	\$22.71
Additional Gallons					
3,001 – Above	\$3.45	\$3.83	\$4.25	\$4.72	\$5.24

Multi-Family & Commercial Water Rates (Outside City Limits)					
Monthly Minimum Charge – 1 st 3,000 Gallons	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
5/8" x 3/4"	\$18.60	\$20.65	\$22.92	\$25.44	\$28.24
1"	\$18.60	\$20.65	\$22.92	\$25.44	\$28.24
1 1/2"	\$24.80	\$27.53	\$30.55	\$33.91	\$37.64
2"	\$37.11	\$41.19	\$45.72	\$50.75	\$56.33
3"	\$49.66	\$55.12	\$61.19	\$67.92	\$75.39
4"	\$74.21	\$82.38	\$91.44	\$101.50	\$112.66
6"	\$124.04	\$137.69	\$152.83	\$169.64	\$188.31
8"	\$248.09	\$275.37	\$305.67	\$339.29	\$376.61
Additional Gallons					
3,001 – Above	\$3.45	\$3.83	\$4.25	\$4.72	\$5.24
Residential, Multi-Family, & Commercial City Wastewater Rates (Inside City Limits)					
	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
Monthly Minimum Charge – 1 st 3,000 Gallons	\$8.94	\$9.92	\$11.01	\$12.22	\$13.56
Volume Rate/1,000 Gal	\$1.70	\$1.89	\$2.09	\$2.32	\$2.58
Maximum Bill for Single Family Residential Customers	\$34.24	\$38.01	\$42.19	\$46.83	\$51.98
Residential, Multi-Family, & Commercial City Wastewater Rates (Outside City Limits)					
	Effective March 1, 2024	Effective October 1, 2024	Effective October 1, 2025	Effective October 1, 2026	Effective October 1, 2027
Monthly Minimum Charge – 1 st 3,000 Gallons	\$11.18	\$12.41	\$13.77	\$15.29	\$16.97
Volume Rate/1,000 Gal	\$2.13	\$2.37	\$2.63	\$2.91	\$3.24

Maximum Bill for Single Family Residential Customers	\$42.93	\$47.66	\$52.90	\$58.72	\$65.17
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.E.

Disposition of City Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 18 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 18 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2023-2024 Disposition of Records
- B. Disp of Rcds Laws

DISPOSITION OF RECORDS FOR FY 2023-2024
PRESENTED TO CITY COUNCIL ON APRIL 16, 2024

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
MUNICIPAL COURT						
1	9701	Finalized Cases Numeric	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
2	9702	Finalized Cases Numeric	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
3	9703	Finalized Cases C-Ct E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
4	9704	Finalized Cases E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
5	9705	Finalized Cases E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
6	9706	Finalized Cases E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
7	9707	Finalized Cases E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
8	9708	Finalized Cases E Tickets	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
9	9709	Finalized Cases E/E2/F/SP/P	03/2019	5	Criminal Case Papers	LC2350-04a 03/2024
FINANCE						
10	10650	Customer Bill Records/Water Stubs	03/2021	3	Customer Billing Records	UT 5000-04b 03/2024
11	10662	Customer Bill Records/Water Stubs	03/2021	3	Customer Billing Records	UT 5000-04b 03/2024
12	10668	Customer Bill Records/Water Stubs	03/2021	3	Customer Billing Records	UT 5000-04b 03/2024
13	10753	Daily Cash Reports	03/2021	3	Accounts Receivable Records	GR1025-27a 03/2024

14	10754	Daily Cash Reports	03/2021	3	Accounts Receivable Records	GR1025-27a	03/2024
15	10767	Daily Cash Reports	03/2021	3	Accounts Receivable Records	GR1025-27a	03/2024
	CITY SECRETARY						
16	10116	Application for Certificate Copy of Birth and Death Certificate	03/2021	3	Records of issuance of Birth & Death Certificate	CC1325-08a	03/2024
	POLICE DEPT.						
17	8585	Second and Third Degree Felonies	01/2014 - 03/2014	10	Offense Investigation Records	PS4125-05b	03/2024
	BUILDING SAFETY						
18	10256	Release Of Lien That Have Been Paid	06/2020 - 03/2021	3	Accounts Receivable Records	GR1025-27a	03/2024

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 16, 2024

CONSENT AGENDA

Agenda Item No: 11.F.

Bid No. 2024-10, Purchase of One (1) Electric Truck

1. Agenda Item:

Consider Awarding Bid No. 2024-10, Purchase of One (1) 4x4 Electric Truck to The Sewell Family of Companies from Odessa, Texas Per the Unit Price of \$51,090.00 as Listed. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This pickup truck will be used by the Planning & Zoning Department City Forester and staff to perform daily tasks. The bid consists of the purchase of one (1) Electric Truck that will be utilized in the Planning & Zoning Department. The Planning & Zoning Department solicited and advertised for a 2023 or newer 4x4 Electric Truck, Single Speed transmission, Oxford White, Dual E Motor, and Standard Battery.

On, Wednesday, March, 29, 2024, bids were opened for Bid No. 2024-10, Purchase of one (1) 4X4 Electric Truck. Five (5) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2024-10, Purchase of one (1) 4X4 Electric Truck to The Sewell Family of Companies the lowest bidder meeting specifications in the amount of \$51,090.00. The City of Edinburg has not previously done business with The Sewell Family of Companies. The city has verified no monies are owed to the city by The Sewell Family of Companies.

Below is the list of contractors who responded to the bid:

<u>Vendor</u>	<u>Amount</u>
1. Legacy Brothers	\$92,782.00
2. Sames McAllen Ford	\$54,990.00
3. The Sewell Family of Companies	\$51,090.00
4. Triple Crown Ford Lincoln LLC	\$54,170.75
5. Wellness Center	\$88,601.41

The projected delivery date is within 30 days of the Purchase Order issuance. Funding for the Truck in the amount of \$51,090.00 is available through the 2023-2024 Capital Lease Program.

3. Staff's Recommendation:

Approve Awarding Bid No. 2024-10, Purchase of One (1) 4x4 Electric Truck to The Sewell Family of Companies from Odessa, Texas Per the Unit Price of \$51,090.00 as Listed.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Notice to Bidder -2024-10 Purchase of Electric Truck
- B. Bidders List-Dept
- C. Informal Bid Tabulation-Purchase of One 4x4 Electric Truck
- D. Sames McAllen Ford] Response Document Report
- E. Legacy Brothers Response Document Report (1)
- F. Triple Crown Ford Lincoln LLC Response Document Report
- G. The Sewell Family of Companies Response Document Report
- H. Wellness Center Response Document Report

REQUEST FOR BIDS
2024-10
PURCHASE OF ONE (1) 4X4 ELECTRIC TRUCK

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



RELEASE DATE: March 6, 2024

DEADLINE FOR QUESTIONS: March 15, 2024

RESPONSE DEADLINE: March 26, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
Purchase of One (1) 4x4 Electric Truck

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal

1. Introduction

1.1. [Summary](#)

The City of Edinburg Planning and Zoning department is soliciting sealed bids for the Purchase of One (1) 4x4 Electric Truck.

1.2. [Contact Information](#)

Claudia Mariscal

Administrative Assistant

415 W University

Edinburg, TX 78541

Email: cmariscal@cityofedinburg.com

Phone: [\(956\) 388-8202](tel:(956)388-8202)

Department:

Planning & Zoning

Department Head:

Jaime Acevedo

Planning & Zoning Director

1.3. [Timeline](#)

Release Project Date	March 6, 2024
Question Submission Deadline	March 15, 2024, 5:00pm
Proposal Submission Deadline	March 26, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Purchase of One (1) 4x4 Electric Truck

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

3:00 pm, Tuesday, March 26, 2024.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, March 26, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-10" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, March 15, 2024

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

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Purchase of One (1) 4x4 Electric Truck

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Purchase of One (1) 4x4 Electric Truck as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

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

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or \$500,000 combined single limits

Comprehensive Auto Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate
or \$500,000 combined single limits

City's Protective Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate
or \$500,000 combined single limits

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

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

4. Specifications

4.1. 4x4 Electric Truck Specifications

- Year: 2023 or newer
- Exterior Color: White
- Interior Color: Dark Slate Cloth
- Four-Wheel Drive
- Three (3) complete sets of Original Equipment Manufacturer (OEM), programmed, master keys (including key Fobs, if equipped)
- Mirror: Power, right and left side
- Engine: Dual E-motor - Extended Range Battery
- Transmission: Single Speed
- Locking Removable Tailgate with Tailgate Assist
- Trailer Sway Control
- Cruise Control
- Heated Cloth front Seats
- 60-40 Fold-Up Rear Bench
- A/C Dual Climate Control
- Manual Tilt/Telescoping Steering Column
- Forward Sensing System
- Post-Collision Breaking
- Lane-Keeping System
- Reverse Sensing
- Auto Dim Rearview Mirror
- Radio: AM/FM Stereo, clock, w/Seek-Scan, volume control and radio data system
- Rear Window Defroster
- Power Windows
- Cruise Control

- Power Door Locks
- Pedals: Power Adjustable
- Tilt and Telescopic Steering Column
- Driver and Passenger Side Air bags
- Rearview camera and display
- Bluetooth phone connectivity
- Electric Vehicle Charger that is compatible with the vehicles being purchased.
- Full-size matching spare tire and rim. For example, a delivered vehicle must have a total of five (5) tires and five (5) rims that match. If the fifth full-size tire and rim are not able to be mounted in the spare tire compartment, then it is acceptable to be placed in the cargo compartment of the vehicle upon delivery.

4.2. [Warranty](#)

- Bumper to Bumper including tires – 3 years or 36,000 miles
- Drivetrain – 60 months/60,000 miles
- Corrosion: 60 months/unlimited miles
- Hybrid/Electric Components: 8 years/100,000 miles
- Roadside Assistance: 60 months/60,000 miles

4.3. [Delivery](#)

Delivery time is defined as the time from when the purchase order is issued and received by an awarded vendor to when the vehicle is received by the City of Edinburg.

One (1) week prior to delivery, awarded vendors must provide the vehicle identification number(s) of all vehicles being delivered to City of Edinburg.

Awarded vendors must deliver vehicles under the following requirements:

- No decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer or equipment delivered.
- “Buyer’s tag” affixed to vehicle when required by law.
- Awarded vendors must deliver vehicles with the following documentation:

i. Sales invoice.

ii. Manufacturer's Certificate of Origin (MCO) and title application. The MCO must be assigned as follows:

City of Edinburg
415 W. University
Edinburg, TX 78539

iii. Title application must be completed to match the MCO assignment and signed by an authorized representative of the dealership.

iv. State of Texas vehicle inspection report.

v. Odometer statement.

vi. Factory window sticker with the Manufacturer's Suggested Retail Price (MSRP).

vii. Temporary vehicle registration printout and tag.

Awarded vendors are solely responsible for the cost of toll roads used in delivery of all vehicles, including tolls incurred by sub-contracted drivers.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.2. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.1.3. *Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

5.1.5. *Please fill out and sign House Bill 89 and upload here**

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

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

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

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

5.1.8. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

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

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

*Response required

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

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Please confirm

*Response required

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA		
TOTAL					

Email Addresses:	
ashleybutler92@gmail.com	texashubexpress@gmail.com
kevin.kirkpatrick@advantagesupply.us	diana@ttacsa.com
customer care@aetdirectexpress.com	thepathfindersolutionsgroup@gmail.com
floydalley@yahoo.com	rollingmotorshou@yahoo.com
KYLEE@ALLOUTCUSTOMTRUCKANDBODY.COM	timb@bakerautorepair.com
GILRAMIREZ54@GMAIL.COM	jorge@topgunperformancetuning.com
sbaker@americanliftaids.com	vernonsctt@yahoo.com
Dr.H@ancientwaterrestoration.com	olu.olusanya@tripleotechnologies.com
twilkens@ancira.com	pam@hallbuickgmc.com
robert@andys-air.com	UNITYAUTOTIRE@GMAIL.COM
biyianif@anifenergy.com	shannon@uvcountry.com
edmundp@assembly-techs.com	arn@usamexenergy.com
jgray@machaikflm.com	Appwashing services@gmail.com
uche@sgkglobal.com	rtannery@volcon.com
bill.riley@ayro.com	chris@msvmobile.com
sholland@billfickford.com	jeff.taylor@wichitafallsford.net
fred.jr@bobstruckcare.com	widowmakers92@gmail.com
averyt@caldwellcountry.com	Slicka_gt@yahoo.com
aknapp@caldwellcountry.com	info@ziilex.com
ben@caldwellcountry.com	Alex@BestBusSales.com
quotes@carwrapcity.com	rlucio@sames.net
lupes@clarkchevrolet.com	mattc@paynegroup.com
JJacovino@charterlinkz.com	tj@spikesford.net
chreal@chefunits.com	carlos.salazar@bertogden.com
aarcher@cleburneford.com	aguerra@onehacienda.com
ecain@dmautoleasing.com	sales@mavich.com
troy.watson@strhouston.com	maxielogistics@gmail.com
Cowboys1998.cl@gmail.com	alind@redmac.net
info@crimepoint.net	anitarus70@gmail.com
Crockettagauto@gmail.com	service@mekkigroup.com
kenny@cyclecenterofdenton.com	laura@metroglfcars.com
ljodixietireco@yahoo.com	morrismechanics01@gmail.com
derrick@dswoods6corp.com	uche@sgkglobal.com
adytmae@aol.com	northstarauto156@gmail.com
ebryant@e-lanefreightservices.com	rwallace@nittygritty powerwashing.com
edbodyshop@gmail.com	marci@onestoptruckservice.com
WCollins@elementcorp.com	bmurrey@murreyford.com
daniel.j.culver@ehi.com	vscott@gilchristautomotive.com
ezgopope@aol.com	sandra.gonzalez@governmentautosales.com
Ellisk@evolveaf.com	rojean.brewer@gmail.com
cwandelise@gmail.com	rboudreaux@r2mechanicalservices.com
fodekunle@fandfwholesalers.com	Jstapp@planetford59.com
lori.reyes@dmautoleasing.com	sales@richmondequipment.com
TOMMY@GASSAUTO.COM	Rudy@rosetrucksales.com
info@gtsrides.com	ron.crockett@rsigcg.com

bids@sonaturalcatering.com	dlowry@sames.net
ddavenport@goodbizgroup.net	govsales@teamsewell.com
sara@goodbullgolfcarts.com	sheenservicesllc@gmail.com
lori@GoodsonGolfCars.com	supply@smartpurchasing.us
SCS.South@grainger.com	vscott@gilchristautomotive.com
parts@helfmanford.com	mramirez@spikesford.net
mary@houstonchemsafe.com	stpdiesel.gov@gmail.com
LAUREN@HOUSTONLIFT.COM	ceo@tcclogistics.org
aran@matheusconsulting.com	kay.leonard@tcarss.com
FederalContractingBidder@jreillc.biz	rwoerndell@kyrishtrucks.com
ron_hardy@wiesnerauto.com	MEGAN@MANDRFLEETSERVICES.COM
htaliberty@gmail.com	mblanton@machaikford.com
tfore@jordanford.com	mary@marinelandwacoyamaha.com
kreig@lonestarmower.com	bids@masterstransportation.com
jh79@larochegm.com	



Bid 2024-10 - Purchase of One (1) 4x4 Electric Truck

Opening Date: Tuesday, March 26, 2024 at 3:00p.m.

Bidders:				Legacy Brothers	Sames McAllen Ford	The Sewell Family of Companies	Triple Crown Ford Lincoln LLC	Wellness Center
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA	\$92,782.00	\$54,990.00	\$51,090.00	\$54,170.75	\$88,601.41



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[SAMES MCALLEN FORD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-10

Purchase of One (1) 4x4 Electric Truck

RESPONSE DEADLINE: March 26, 2024 at 3:00 pm

Report Generated: Tuesday, April 9, 2024

Sames McAllen Ford Response

CONTACT INFORMATION

Company:

Sames McAllen Ford

Email:

quotes@sames.net

Contact:

David Lowry

Address:

PO Box 2798

McAllen, TX 78502

Phone:

(956) 482-7507

Website:

N/A

Submission Date:

Mar 26, 2024 8:45 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 12, 2024 11:12 PM by David Lowry

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

City-of-Edinburg_Sames-Motor-Co-_24-25-Liability_3-20-2024_1280590771.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM.pdf

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST.pdf

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

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION.pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION.pdf

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

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

CITY_OF_EDINBURG.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA	\$54,990.00	\$54,990.00
TOTAL					\$54,990.00



[LEGACY BROTHERS] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-10

Purchase of One (1) 4x4 Electric Truck

RESPONSE DEADLINE: March 26, 2024 at 3:00 pm

Report Generated: Tuesday, April 9, 2024

Legacy Brothers Response

CONTACT INFORMATION

Company:

Legacy Brothers

Email:

micah.legacybrothers@gmail.com

Contact:

Micah Trexler

Address:

407 N. Peterson Ave.
Douglas, GA 31634

Phone:

(772) 577-1816

Website:

www.legacybrother.com

Submission Date:

Mar 25, 2024 7:38 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 20, 2024 12:45 PM by Micah Trexler

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

N_A,_the_company_does_not_need_insurance.docx

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM_(1).pdf

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

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- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST_(1).pdf

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

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION_(1).pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION_(1).pdf

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

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

non_colusion_of_prime_bidder.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

img20240325_20374547.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA	\$92,782.00	\$92,782.00
TOTAL					\$92,782.00



[TRIPLE CROWN FORD LINCOLN LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-10

Purchase of One (1) 4x4 Electric Truck

RESPONSE DEADLINE: March 26, 2024 at 3:00 pm

Report Generated: Tuesday, April 9, 2024

Triple Crown Ford Lincoln LLC Response

CONTACT INFORMATION

Company:

Triple Crown Ford Lincoln LLC

Email:

jbouher@gilchristautomotive.com

Contact:

Jeremy Bouher

Address:

2975 W Washington Street
Stephenville, TX 76401

Phone:

N/A

Website:

www.gilchristautomotive.com

Submission Date:

Mar 25, 2024 2:07 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 21, 2024 1:20 PM by Jeremy Bouher

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

Certificate_of_Insurance-_Triple_Crown_Ford_-_OUO_-_2023.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE-EDINBURG.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM-EDINBURG.pdf

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

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CONFLICT_OF_INTEREST-EDINBURG.pdf

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- 1) does not boycott Israel; and
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HOUSE_BILL_89_VERIFICATION-EDINBURG.pdf

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SB 13 ENERGY COMPANY BOYCOTTS

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- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION_(1).pdf

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

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- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
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- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION-EDINBURG.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

non_collusion_-_Mar_25_2024_-_14-03.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

CIQ-EDINBURG.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA	\$54,170.75	\$54,170.75
TOTAL					\$54,170.75



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[THE SEWELL FAMILY OF COMPANIES] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-10

Purchase of One (1) 4x4 Electric Truck

RESPONSE DEADLINE: March 26, 2024 at 3:00 pm

Report Generated: Tuesday, April 9, 2024

The Sewell Family of Companies Response

CONTACT INFORMATION

Company:

The Sewell Family of Companies

Email:

david.gomez@teamsewell.com

Contact:

David Gomez

Address:

4400 Parks Legado Rd
Odessa, TX 79765

Phone:

N/A

Website:

www.teamsewell.com

Submission Date:

Mar 13, 2024 10:44 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 11, 2024 2:00 PM by David Gomez

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE. *

Pass

Please attach the insurance certificate

Sewell_ID_Card_-_Sewell_Ford[47].pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

Edinburg_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

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Edinburg_Litigation_Form.pdf

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

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- [CONFLICT OF INTEREST.pdf](#)

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PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

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HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

Edinburg_Bill_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

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SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

- [SENATE BILL 13 VERIFICATION...](#)

Edinburg_Bill_13.pdf

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

Pass

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

Edinburg_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

Edinburg_Noncollusion.pdf

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Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Edinburg_Col1.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2023 or newer 4x4 Electric Truck, single speed transmission, oxford white, dual E motor Standard battery.	1	EA	\$51,090.00	\$51,090.00
TOTAL					\$51,090.00



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[WELLNESS CENTER] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-10

Purchase of One (1) 4x4 Electric Truck

RESPONSE DEADLINE: March 26, 2024 at 3:00 pm

Report Generated: Tuesday, April 9, 2024

Wellness Center Response

CONTACT INFORMATION

Company:

Wellness Center

Email:

wellnesscenter22@gmail.com

Contact:

Sam Benson

Address:

2205 West Jackson Avenue
McAllen, TX 78501-7244

Phone:

N/A

Website:

N/A

Submission Date:

Mar 25, 2024 10:02 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 15, 2024 10:14 PM by Sam Benson

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

Insurance_2024.png

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

1.2.pdf

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1.3.pdf

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- [SENATE BILL 13 VERIFICATION...](#)

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- [SENATE BILL 19 VERIFICATION...](#)

1.7.pdf

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- [CITY OF EDINBURG NONCOLLUSI...](#)

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Confirmed

PRICE TABLES

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TOTAL					\$88,601.41